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|---|---------------|--|---|--|-------------------------------------|---|--|
| SOLICITATION, OFFER AND AWARD | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | PAGE OF PAGES 1 75 | |
| 2. CONTRACT NUMBER HSCEDM-09-D-00003 | | 3. SOLICITATION NUMBER HSCEDM-09-R-00001 | | 4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP) | 5. DATE ISSUED 02/02/2009 | 6. REQUISITION/PURCHASE NUMBER | |
| 7. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6);(b)(7)(C) Laguna Niguel CA 92677 | | CODE ICE/DM/DC-LAGUNA | | 8. ADDRESS OFFER TO (If other than Item 7) | | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | | | | |
| SOLICITATION | | | | | | | |
| 9. Sealed offers in original and 8 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1200 PT local time 03/09/2009 (hour) (Date) | | | | | | | |
| CAUTION: Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. | | | | | | | |
| 10. FOR INFORMATION CALL: (b)(6);(b)(7)(C) | | A. NAME | | B. TELEPHONE (NO COLLECT CALLS) AREA CODE 949 NUMBER 425-(b)(6) EXT. _____ | | C. E-MAIL ADDRESS roberta.halls@dhs.gov | |
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| OFFER (Must be fully completed by offeror) | | | | | | | |
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. | | | | | | | |
| 2. In compliance with the above, the undersigned agrees, if this offer is accepted within 150 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offer specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) | | 10 CALENDAR DAYS (%) | 20 CALENDAR DAYS (%) 0.5 | 30 CALENDAR DAYS (%) NET | CALENDAR DAYS (%) | | |
| 14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | | AMENDMENT NO. | DATE 2/27/09 | AMENDMENT NO. | DATE 3/6/09 | | |
| | | 1 | 2/27/09 | 3 | 3/6/09 | | |
| 2 | 3/1/09 | 4 | 3/6/09 | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE D4UJS 009741828 | FACILITY CIN 20262 2634 | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | | |
|  | | Asset Protection & Security Services, L.P. 5502 Burnham Drive Corpus Christi, TX 78413 | | (b)(6);(b)(7)(C) | | | |
| | | | | <i>GM</i> | | | |
| 15B. TELEPHONE NUMBER AREA CODE 361 NUMBER 906-(b)(6);(b)(7)(C) EXT. 12 | | 15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE | | 17. (b)(6);(b)(7)(C) | | 18. OFFER DATE 3/19/09 | |
| 19. ACCEPTED AS TO ITEMS NUMBERED | | 20. AMOUNT (b)(4) | | 21. ACCOUNTING AND APPROPRIATION Per each Delivery Order | | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(e) <input type="checkbox"/> 41 U.S.C. 253(c) | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) G-3 | | | |
| 24. ADMINISTERED BY (If other than Item 7) | | CODE | | 25. PAYMENT WILL BE MADE BY See Section G | | | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C) | | | | (b)(6);(b)(7)(C) | | 28. AWARD DATE 5.29.09 | |

IMPORTANT - Award will be made on this Form, or on Standard Form 20, or by other authorized official written notice
AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (Rev. 9-87).
Prescribed by GSA - FAR (48 CFR) 52.214(c)

| Continuation Sheet: HSCEDM-09-R-0001 ASSET PROTECTION & SECURITY SERVICES, LP | | Quantity (C) | Unit (D) | Unit Price (E) | Amount (F) |
|--|--|-----------------|-------------|-------------------|---------------|
| Item NO. (A) | Supplies/Services (B) | | | | |
| | FOB: Destination | | | | |
| | BASE PERIOD: The Period of Performance shall commence upon the start date specified in the Notice to Proceed and continue for a period of one year. | | | | |
| 0001 | DETENTION & FOOD SERVICES IAW THE PERFORMANCE WORK STATEMENT: Estimated 747 bed capacity at the Florence SPC. The Government's minimum quantity to be ordered via task order is 373.5 beds per day multiplied by 365 days. The Government's maximum quantity to be ordered via task order is 272,655 DA. This is a fully burdened bed day rate. Unit of Issue DA is equivalent to Bed-Day. | | | | |
| 0001A | Bed Day Rate for minimum quantity 1-374 | 136,510 | DA | (b)(4) | |
| 0001B | Bed Day Rate for quantities in excess of the minimum quantity of 374 | 136,510 | DA | | |
| 0002 | TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT: | | | | |
| 0002A | Estimated Labor Hours for Transportation Services. This estimate is based on fully burdened labor rates. Unit of Issue of HR is equivalent to Hour. | 220,000 | HR | (b)(4) | |
| 0002B | Mileage Rate (40-48 Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. | 247,000 | DH | (b)(4) | |
| 0002C | Mileage Rate (less than 40 Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. | 302,500 | DH | (b)(4) | |
| 0002D | Estimated Travel Cost inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of <u>200000</u> per year. Unit of Issue LO is equivalent to Lot. | 1 | LO | (b)(4) | |
| 0002E | OVERTIME Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not rollover to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. | 22,000 | HR | (b)(4) | |
| 0003 | Detainee Volunteer Wages for the Detainee Work Program at \$1.00 per day per detainee. Reimbursement for this line item will be at actual cost of \$1.00 per day per detainee. The Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue DA is equivalent to Day. | 54,531 | DA | (b)(4) | |

| Item NO. (A) | Supplies/Services (B) | Quantity (C) | Unit (D) | Unit Price (E) | Amount (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | OPTION PERIOD ONE: The Period of Performance shall commence upon the expiration of the base period and extend for a period of one year. | | | | |
| 1001 | DETENTION & FOOD SERVICES IAW THE PERFORMANCE WORK STATEMENT: Estimated 747 bed capacity at the Florence SPC. The Government's minimum quantity to be ordered via task order is 373.5 beds per day multiplied by 365 days. The Government's maximum quantity to be ordered via task order is 272,655 DA. This is a fully burdened bed day rate. Unit of Issue DA is equivalent to Bed-Day. | | | | |
| 1001A | Bed Day Rate for minimum quantity 1-374 | 136,510 | DA | (b)(4) | |
| 1001B | Bed Day Rate for quantities in excess of the minimum quantity of 374 | 136,510 | DA | | |
| 1002 | TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT: | | | | |
| 1002A | Estimated Labor Hours for Transportation Services. This estimate is based on fully burdened labor rates. Unit of Issue of HR is equivalent to Hour. | 220,000 | HR | (b)(4) | |
| 1002B | Mileage Rate (40-48 Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. | 247,000 | DH | (b)(4) | |
| 1002C | Mileage Rate (less than 40 Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. | 302,500 | DH | (b)(4) | |
| 1002D | Estimated Travel Cost inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of (b)(4) per year. Unit of Issue LO is equivalent to 1 of | 1 | LO | (b)(4) | |
| 1002E | OVERTIME: Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not rollover to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. | 22,000 | HR | (b)(4) | |
| 1003 | Detainee Volunteer Wages for the Detainee Work Program at (b)(4) per day per detainee. Reimbursement for this line item will be at actual cost of (b)(4) per day per detainee. The Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue DA is equivalent to Day. | 54,531 | DA | (b)(4) | |

| Item NO. (A) | Supplies/Services (B) | Quantity (C) | Unit (D) | Unit Price (E) | Amount (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | OPTION PERIOD TWO: The Period of Performance shall commence upon the expiration of Option Period One and extend for a period of one year. | | | | |
| 2001 | DETENTION & FOOD SERVICES IAW THE PERFORMANCE WORK STATEMENT: Estimated 747 bed capacity at the Florence SPC. The Government's minimum quantity to be ordered via task order is 373.5 beds per day multiplied by 365 days. The Government's maximum quantity to be ordered via task order is 272,655 DA. This is a fully burdened bed day rate. Unit of Issue DA is equivalent to Bed-Day. | | | | |
| 2001A | Bed Day Rate for minimum quantity 1-374 | 136,510 | DA | (b)(4) | |
| 2001B | Bed Day Rate for quantities in excess of the minimum quantity of 374 | 136,510 | DA | | |
| 2002 | TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT: | | | | |
| 2002A | Estimated Labor Hours for Transportation Services. This estimate is based on fully burdened labor rates. Unit of Issue of HR is equivalent to Hour. | 220,000 | HR | (b)(4) | |
| 2002B | Mileage Rate (40-48 Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. | 375,000 | DH | (b)(4) | |
| 2002C | Mileage Rate (less than 40 Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. | 302,500 | DH | (b)(4) | |
| 2002D | Estimated Travel Cost inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of (b)(4) per year. Unit of Issue LO is equivalent to Lot | 1 | LO | (b)(4) | |
| 2002E | OVERTIME Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not rollover to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. | 22,000 | HR | (b)(4) | |
| 2003 | Detainee Volunteer Wages for the Detainee Work Program at \$1.00 per day per detainee. Reimbursement for this line item will be at actual cost of \$1.00 per day per detainee. The Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue DA is equivalent to Day. | 54531 | DA | (b)(4) | |

| Item NO. (A) | Supplies/Services (B) | Quantity (C) | Unit (D) | Unit Price (E) | Amount (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | OPTION PERIOD THREE: The Period of Performance shall commence upon the expiration of Option Period Two and extend for a period of one year. | | | | |
| 3001 | DETENTION & FOOD SERVICES IAW THE PERFORMANCE WORK STATEMENT: Estimated 747 bed capacity at the Florence SPC. The Government's minimum quantity to be ordered via task order is 373.5 beds per day multiplied by 365 days. The Government's maximum quantity to be ordered via task order is 272,655 DA. This is a fully burdened bed day rate. Unit of Issue DA is equivalent to Bed-Day. | | | | |
| 3001A | Bed Day Rate for minimum quantity 1-374 | 136,510 | DA | (b)(4) | |
| 3001B | Bed Day Rate for quantities in excess of the minimum quantity of 374 | 136,510 | DA | | |
| 3002 | TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT: | | | | |
| 3002A | Estimated Labor Hours for Transportation Services. This estimate is based on fully burdened labor rates. Unit of Issue of HR is equivalent to Hour. | 220,000 | HR | (b)(4) | |
| 3002B | Mileage Rate (40-48 Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. | 375,000 | DH | (b)(4) | |
| 3002C | Mileage Rate (less than 40 Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. | 302,500 | DH | (b)(4) | |
| 3002D | Estimated Travel Cost inclusive of Lodging and Meals & Incidental Expenses (M&I&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of (b)(4) per year. Unit of Issue LO is equivalent to Lot | 1 | LO | (b)(4) | |
| 3002E | OVERTIME Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not rollover to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. | 22,000 | HR | (b)(4) | |
| 3003 | Detainee Volunteer Wages for the Detainee Work Program at \$1.00 per day per detainee. Reimbursement for this line item will be at actual cost of \$1.00 per day per detainee. The Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue DA is equivalent to Day. | 54,531 | DA | (b)(4) | |

| Item No. (A) | Supplies/Services (B) | Quantity (C) | Unit (D) | Unit Price (E) | Amount (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | OPTION PERIOD FOUR: The Period of Performance shall commence upon the expiration of Option Period Three and extend for a period of one year. | | | | |
| 4001 | DETENTION & FOOD SERVICES IAW THE PERFORMANCE WORK STATEMENT: Estimated 747 bed capacity at the Florence SPC. The Government's minimum quantity to be ordered via task order is 373.5 beds per day multiplied by 365 days. The Government's maximum quantity to be ordered via task order is 272,655 DA. This is a fully burdened bed day rate. Unit of Issue DA is equivalent to Bed-Day. | | | | |
| 4001A | Bed Day Rate for minimum quantity 1-374 | 136,510 | DA | (b)(4) | |
| 4001B | Bed Day Rate for quantities in excess of the minimum quantity of 374 | 136,510 | DA | | |
| 4002 | TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT: | | | | |
| 4002A | Estimated Labor Hours for Transportation Services. This estimate is based on fully burdened labor rates. Unit of Issue of HR is equivalent to Hour. | 220,000 | HR | (b)(4) | |
| 4002B | Mileage Rate (40-48 Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. | 375,000 | DH | (b)(4) | |
| 4002C | Mileage Rate (less than 40 Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. | 302,500 | DH | (b)(4) | |
| 4002D | Estimated Travel Cost inclusive of Lodging and Meals & Incidental Expenses (ML&IE) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of (b)(4) per year. Unit of Issue LO is equivalent to Lot | 1 | LO | (b)(4) | |
| 4002E | OVERTIME Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not rollover to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. | 22,000 | HR | (b)(4) | |
| 4003 | Detainee Volunteer Wages for the Detainee Work Program at (b)(4) per day per detainee. Reimbursement for this line item will be at actual cost of (b)(4) per day per detainee. The Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue DA is equivalent to Day. | 54,531 | DA | (b)(4) | |

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I. CONTRACT OBJECTIVES

The objective of this contract is to obtain services for all oversight management, supervision, and vehicles necessary to provide detention, transportation and food services for the Florence Service Processing Center (SPC), located at 3250 N. Pinal Parkway Avenue, Florence, AZ 85232-9459. The Florence SPC is a Government Owned and Contractor Operated Facility (GOCO).

A.1 U. S. IMMIGRATION AND CUSTOMS ENFORCEMENT GOALS

The United States Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE) is responsible for the detention, food, health, welfare, transportation and deportation of illegal aliens in removal proceedings, and aliens subject to final order of removal from the United States. ICE houses detainees in Service Processing Centers (SPC) and other federal, state, local and private facilities.

A.2 PURPOSE

A. 2.1 ICE DRO Mission

The mission of the Detention and Removal Operations Program (DRO) is planning, management, and direction of broad programs relating to the supervision, detention and deportation of detainees who are in the United States illegally. These activities are chiefly concerned with the processing and enforcement of departure from the United States of detainees who have entered the country illegally or have become removable after admission.

In implementing its mission, DRO is responsible for carrying out all orders for the securing and departure activities of detainees who are designated in removal proceedings and for arranging for the detention of detainees when such becomes necessary and prescribed by law.

DRO currently maintains and operates various databases used to process cases located by the U.S. Customs and Border Protection, Investigations, Inspections and other law enforcement agencies. The DRO activities are directly reliant upon these activities. Investigative and Border activities locate aliens who are denied entry or further stay in the United States and whose departure must be enforced.

A.3 CONTRACT OBJECTIVES – TOP LEVEL

- A.3.1 A fully controlled, secure, safe and supervised facility and its detainees will be achieved, with no detainee escapes and no unauthorized entries.
- A.3.2 The staffing of fully trained, knowledgeable and responsive detention officers (armed and unarmed) and support personnel, including managers, who have proper security clearances and efficiently carry out the law enforcement and administrative duties required by the contract, laws and regulations.
- A.3.3 The timely acquiring and/or accomplishing of training, certifications, licenses, drug testing, uniforms, equipment, supplies and vehicles necessary to provide the full range of required detention and transportation services seven (7) days a week, twenty-four (24) hours per day throughout the contract period of performance.

A.4 SPECIFIC OBJECTIVES

A.4.1 Facility Security and Control

The facility is fully guarded and controlled. Access and egress points are fully secured to ensure that no escapes and unauthorized entries occur. Records and reports are maintained and submitted in a timely and accurate manner. Detainee inspections, counts, handling and supervision are carried out in a timely, courteous and, if applicable, force-appropriate manner. Contraband will be secured, controlled, inventoried and timely reported to the COTR or designated ICE official, as prescribed under the applicable contract.

A.4.2 Health, Safety and Emergency

The facility shall be fully compliant with all applicable health and safety codes and standards. Detainee supervision shall be effective so as to minimize and quickly stop disturbances. Medical services and responses to injuries and illness shall be prompt and provide the proper medical care and attention.

A.4.3 Property, Equipment, Supplies and Information

Government-owned property, equipment, supplies and information shall be safeguarded, timely inventoried, and

controlled in accordance with applicable procedures. Firearm usage and storage at facilities shall be in accordance with ICE and state standards and licensing requirements. All valuables, whether Government-owned, contractor-owned, detainee-owned, or contraband, will be properly controlled, secured, managed and released or disposed.

A.4.4 Contractor Employee Training

The Contractor's employees satisfactorily complete all required trainings on schedule and properly perform their duties during the course of the contract period of performance. The employees' performance, reports, response to situations, and other duties are in accordance with the standards, procedures, and training that apply to the circumstances at hand.

A.5 PERFORMANCE MEASURES

The following measures are applicable to all Detention and Transportation contracts for detention services at ICE SPCs. Contract may include additional objectives and measures that are relevant and specific to the site for which services are being acquired.

A.5.1 All guard posts must be fully staffed, and patrols and inspections are accomplished in accordance with the contract and applicable standards. No escapes or unauthorized entries shall occur. Records and reports are maintained in an accurate manner and to be submitted on time. Detainee inspections, counts, handling and supervisions are carried out in a timely, courteous and, if applicable, force-appropriate manner.

The contractor's preventive actions, searches and detection processes shall ensure that all contraband is timely seized, controlled and reported to ICE officials. No loss or misplacement of contraband or other controlled items occur.

A.5.2 No health and safety code violations shall occur within the contract period of performance. Emergency safety plans must be complete, effective and in place. Detainee supervision minimizes and stops disturbances within 1 to 3 minutes following occurrences. Responses to injuries and illness are provided and administered immediately in the cases of emergencies, and within one hour in cases of non-emergency situations.

A.5.3 Government-owned property, equipment, supplies and information are safeguarded, inventoried, and controlled, in accordance with applicable contract requirements and procedures. No loss of property by negligence or theft shall occur. Inventory reports of controlled property are submitted on time, and detainee property is accurately logged, secured and returned.

No accidents or violations of firearm usage occur and weapon storage at facilities shall be in accordance with ICE and state standards and licensing requirements. Firearm safety is exercised and no unauthorized use of firearms occurs.

A.5.4 The Contractor's employees satisfactorily complete all required trainings on schedule and properly perform their duties during the course of the contract period of performance. The employees' performance, reports, response to situations, and other duties are in accordance with the standards, procedures, and training that apply to the circumstances at hand. No more than 10% of the contractor's employees require remedial or repeat training per year due to poor or substandard performance.

A.6 PARTNERING PHILOSOPHY

A major intent of this acquisition is to create a "partnership" between ICE and the Contractor. ICE has structured the contract in a manner that ensures the Contractor's goals and objectives are in alignment with those of ICE. Superior performance on the Contractor's part will have both an indirect and direct effect on the accomplishment of ICE's mission. Within the context of the ICE/Contractor partnership, ICE does not use the terms "partner" and "partnership" as legal terms. The ICE/Contractor partnership will reflect the attributes of an open, collaborative, customer-oriented, and professional relationship. In addition to meeting the program objectives, the contractor is encouraged to:

1. Consistently take steps to understand ICE's crucial national security mission, its business issues and opportunities, and its responsibilities under Section 287(g) of the Illegal Immigration Reform and Immigrant Responsibility Act;
2. Work collaboratively with other Federal, state and local law enforcement organizations, contractors, Government agencies, and business partners to ensure success; and
3. Performance measures and metrics shall be used extensively to monitor contractor performance. ICE and the Contractor will monitor progress using agreed-upon performance metrics.

A.7 CONSTRAINTS

The following constraints comprise the statutory, regulatory, policy and operational considerations that will impact the contractor. The contractor is expected to become familiar with all constraints affecting the work to be performed. These constraints may change over time; the contractor is expected to be knowledgeable of any changes to the constraints and perform in accordance with the most current and future versions of the constraints. Constraints include, but are not limited to:

- a) Memoranda of Understanding between ICE and individual law enforcement jurisdictions that may apply.
- b) Department of Homeland Security Management Directive (HSMD) 11035 - Safeguarding Sensitive but Unclassified (For Official Use Only) Information.
- c) Department of Homeland Security Management Directive (HSMD) 11050.2 - Personnel Security and Suitability Program.
- d) Post Orders.
- e) General Directives.
- f) American Correctional Association (ACA) Standards for Adult Detention Local Facilities (most current editions) and the most recent copy of the supplement issued every two years. A copy is obtainable for purchase through the Internet website www.aca.org/store/bookstore/
- g) ICE/DHS Officer's Handbook (current and future editions, as issued).
- h) A Guide to Proper Conduct and Relationships with Aliens and the General Public –
(b)(7)(E)
- i) The ICE Performance Based National Detention Standards (PBNDS) – A copy is obtainable on the Internet website <http://www.ice.gov/>. In the search icon insert “Performance Based National Detention Standards.”
- j) All rules and regulations governing usage of firearms, public buildings and grounds.
- k) All regulations provided to the Contractor through the COTR.
- l) Computer Security Act of 2002.
- m) The Patriot Act of 2001.
- n) The Illegal Immigration Reform and Immigrant Responsibility Act (II AIRA), P. L. 104-208.
- o) Federal Acquisition Regulation (FAR) and Department of Homeland Security Acquisition Regulation (HSAR).
- p) Applicable facility codes, rules, regulations and policies.
- q) Applicable Federal, state and local labor laws and codes.
- r) Applicable Federal, state and local firearm laws, regulations and codes.
- s) Alignment with external sources (e.g. state and local law enforcement organizations).
- t) Pre-clearance approvals are required for access to ICE field staff, facilities and information.
- u) All applicable environmental requirements, including Executive Orders and Management Directives.
- v) DHS Non-Disclosure Agreement Requirements.
- w) Organizational Conflict of Interest Provisions.

Current and future editions/versions of the documents listed above apply.

B. GENERAL

In housing detainees, the Contractor is required to perform in accordance with the current and future editions of the ICE Detention Standards, American Correctional Association (ACA), Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, National Commission on Correctional Health Care (NCCHC), and state and local laws on firearms for California. Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with DHS/ICE Policy or Standards, DHS/ICE Policy and Standards prevail. ICE Inspectors will conduct periodic and unscheduled inspections of the facilities to assure compliance of the aforementioned standards. In addition, the Contractor shall provide full and complete cooperation for any request or investigation conducted by the Government.

Florence SPC operates at an operational capacity of 747 detainees. For the purposes of this contract, the Government reserves the right to populate the facility utilizing a 10% increase of the operational capacity without additional cost to the Government.

Detainees are classified as High (Level 3), Medium (Level 2), or Low Risk (Level 1). The Contractor shall provide a minimum of one Detention Officer of the same gender as the detainees on each post. Contractor shall be responsible for detainee record keeping services and personal property in accordance with Subsection 4 of the Performance Work Statement (PWS). The Contractor shall create and update the records and the Government will store the records at the end of the contract. All records will remain the property of the U.S. Government.

The Contractor shall provide stationary detention services on demand by the Contracting Officer's Technical Representative (COTR), Contracting Officer (CO), and/or an ICE-designated official and shall include, but will not be limited to, escorting and guarding detainees to medical or doctor's appointments, court hearings, ICE interviews, transporting to designated detention facilities, and any other locations requested by the COTR, CO, and/or an ICE-designated official. Such services will be performed by qualified detention officer personnel employed by the Contractor under its policies, procedures, and practices. The Contractor shall agree to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. It is imperative that assigned posts are properly covered at all times or as deemed required and necessary by the Government. Public contact is prohibited unless authorized in advance by the COTR or an ICE-designated official.

The Contractor shall provide its own fully operational and well-maintained equipment and supplies that pertain to its own business enterprise. Business activities may include replacing equipment, vehicles, and manpower to ensure full service at the Florence Service Processing Center.

C. EXPLANATION OF TERMS

Administrative Contracting Officer (ACO) - ICE employee responsible for contract compliance, contract administration, cost control, property control, and reviewing Contracting Officer's Technical Representatives (COTR) assessment of Contractor's performance.

Administrative Segregation - A form of separation from the general population used when the continued presence of the detainee in the general population would pose a threat to life, property, self, staff, or other detainees or to the security or orderly running of the facility. This housing status also includes detainees who require protective custody, those who cannot be placed in the local population because they are en route to another facility (holdovers), those who are awaiting a hearing before a disciplinary panel, and those requiring separation for medical reasons. A unit of housing for detainees whose continued presence in the general population poses a serious threat to life, property, self, staff, or other inmates.

Adult detainee - Any detainee eighteen (18) years of age or older or anyone adjudicated in a criminal court to constitute an adult.

Adult Local Detention Facility (ALDF): A facility which detains persons over the age of 18.

Alien - Any person who is not a citizen or native of the United States.

American Correctional Association (ACA) - The American Correctional Association is the oldest and largest international correctional association in the world. ACA serves all disciplines within the corrections profession and is dedicated to excellence in every aspect of the field.

Assistant Field Office Director (AFOD) - ICE senior officer in charge of the Service Processing Center (SPC).

Bed-Day - The total billable cost to the Government to maintain and house one detainee for one day. Bed-day means a detainee that occupies a bed in a housing unit or a detainee in custody for at least 4 hours in either a holding cell or staging area (not both.) If the detainee is moved from the holding cell or staging area into a housing unit the same day, only one bed day charge is allowable. Bed day means day in, not day out, and all days in between. The contractor may charge for day of arrival, but not day of departure.

Bed-Day Rate - The rate charged for each individual detainee per day. Bed-day rate is an all-inclusive burdened rate to include all costs inclusive of direct costs, indirect costs, overhead and profit necessary to provide the detention and food service requirements described in the PWS.

Body cavities - Body cavities include the mouth, ears, nostrils, vagina, and rectum.

Booking - A procedure for the admission of a DHS detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the detainees accompanying personal property.

Bureau of Prisons (BOP) - The United States Federal Bureau of Prisons protects society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.

Classification - A process for determining the needs and requirements of those detainees for whom confinement has been ordered and for assigning them to housing units and programs according to their needs and existing resources.

Contraband - Items that pose a threat to the security of people or property. A contraband item fits into either the category of hard or soft contraband as defined below:

- a. Hard Contraband: Any item that is inherently dangerous as a weapon or tool of violence, e.g., a knife, explosives, a “zip gun,” brass knuckles. Because hard contraband presents an immediate physical threat in or to the facility, a detainee found in possession of hard contraband could face disciplinary action or criminal prosecution.
- b. Soft Contraband: Any item that presents a nuisance, which does not pose a direct and immediate threat to an individual’s safety. None-the-less, soft contraband has the potential to create dangerous or unsanitary conditions in the facility, such as excess papers that create a fire hazard, food items that are spoiled or retained beyond the point of safe consumption, etc.

Contracting Officer (CO) - ICE employee empowered to award, amend, administer, and terminate contracts.

Contracting Officer’s Technical Representative (COTR) - ICE employee(s) designated and authorized by the Contracting Officer to monitor all technical aspects of the contract, certify invoices for payment, and assist in administrating the contract.

Contractor - The firm, individual, or entity following contract award, with whom ICE enters into this contract. The provider of services described in the Performance Work Statement (PWS).

Contractor Employee - An employee of a private Contractor hired to perform a variety of detailed services within the detention facility.

Control Room - Integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution’s orderly and secure operation.

Credentials - Documents providing primary source verification including education, training, licensure, experience, board certification, and expertise of an employee.

Department of Homeland Security (DHS) - A department of the United States Government, which includes U.S. Immigration and Customs Enforcement (ICE).

Department of Justice (DOJ) – A department of the United States Government, which includes the Executive Office of Immigration Review (EOIR), the Federal Bureau of Investigation (FBI), and the Federal Bureau of Prisons (BOP), and the U.S. Marshals Service (USMS).

Designated Service Official - An employee of U.S. Immigration and Customs Enforcement designated in writing by ICE Officer-In-Charge (OIC) to represent ICE on matters pertaining to the operation of the facility.

Detainee - Any person confined under the auspices and the authority of any federal agency, primarily U.S. Immigration and Customs Enforcement (ICE). Many detainees have substantial and varied criminal histories. ICE reserves the right to place detainees in the Contractor’s detention site who are confined under the auspices and the authority of ICE or any other federal agency.

Detainee Day - is day in or day out and all days in between. The contractor may charge for the day of arrival or day of departure but not both.

Detention Officers - Contractor's uniformed staff members responsible for the security, care, transportation, and supervision of detainees during all phases of activity in a detention facility. The officer is also responsible for the safety and security of the facility.

Detainee Records - Information concerning the individual's personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:

1. Detainee, Personal Property
2. Receipts, Visitors List, Photographs
3. Fingerprints, Disciplinary Infractions
4. Actions Taken, Grievance Reports, Medical
5. Records, Work Assignments, Program Participation
6. Miscellaneous Correspondence, etc.

Detention and Removal Operations (DRO) - A division of ICE, whose mission is the planning, management, and direction of broad programs relating to the supervision, detention, and deportation of detainees who are in the United States illegally.

Detention Standards Compliance Unit (DSCU) - The purpose of the Detention Standard Compliance Unit (DSCU) is to develop and prescribe policies, standards, and procedures for ICE detention operations and to ensure detention facilities are operated in a safe, secure, and humane condition for both detainees and staff.

Direct Supervision - A method of detainee management that ensures continuing contact between detainees and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from the detainees by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with detainees.

Directive - A document issued by the U.S. Government and signed by the President, Departmental Secretary, or an Assistant Secretary that establishes policy, delegates authority, and/or assigns responsibilities.

Disciplinary Segregation - A unit housing detainee who commit serious rule violations.

Division of Immigration Health Services (DIHS) - A unit within the U.S. Public Health Service dedicated to providing medical services for ICE facilities.

Emergency - Any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, natural disaster, or other serious incident.

Emergency Care - Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.

Employee - Refers to a person employed by the Contractor.

Entry on Duty (EOD) - The first day the employee begins performance at a designated duty station on this contract.

Executive Office of Immigration Review (EOIR) - An agency of the Department of Justice.

Facility - The physical plant and grounds in which the Contractor's services are operated.

Facility Administrator - The official, regardless of local title (e.g., jail administrator, Facility Director, superintendent), who has the ultimate responsibility for managing and operating the contract detention facility. The qualifications for the holder of this office shall be consistent with ACA standards.

Federal Bureau of Investigation (FBI) - An agency of the Department of Justice.

Federal Bureau of Prisons (BOP) - An agency of Department of Justice.

First Aid - Health care for a condition that requires immediate assistance from an individual trained in first aid care and the use of the facility's first aid kits.

Flight Operations Unit (FOU) - The FOU, located in Kansas City, MO, is the principal mass air transportation and deportation coordinating entity within DRO. It manages Government and contract flights to the southern tier

of the United States, Caribbean, and northern South America and orchestrates DRO flight standardization and safety. It works in coordination with Justice Prisoner and Alien Transportation System.

Government - Refers to the United States Government.

Grievance - A written complaint filed by a detainee concerning personal health/welfare or the operation and services of the facility.

Health Authority - The physician, health administrator, or agency on-site that is responsible for health care services pursuant to a written agreement, contract, or job description.

Health Care - The action taken, preventive and therapeutic. To provide for the physical and mental well being of the detainee population. Health care may include medical services, dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions at the facility.

Health Care Personnel - Duly licensed individuals whose primary duties are to provide health services to detainees in keeping with their respective levels of health care training or experience.

Health Unit (HU) - The physical area in the facility and organizational unit set-aside for routine health care and sick call. The HU is the designated part of the facility for the delivery of care to detainees on an ambulatory or observation basis.

Immediate Relatives - Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.

Immigration and Customs Enforcement (ICE) - A law enforcement agency within the U.S. Department of Homeland Security.

Immigration & Customs Enforcement Officers - ICE Officers such as Supervisor Detention and Deportation Officer (SDDO), Supervisory Immigration Enforcement Agent (SIEA), Immigration Enforcement Agent (IEA), and Deportation Officer (DO).

Incident Report - A written document reporting an event (e.g., minor disturbances, officer misconduct, any detainee rule infraction).

Justice Prisoner and Alien Transportation System (JPATS) – Department of Justice's prisoner transportation system operated by the United States Marshal Service (USMS), sometimes referred to as the "airlift."

Juvenile Detainee - Any detainee under the age of eighteen (18) years unless the juvenile has been determined to be emancipated in an appropriate state judicial proceeding, or is an individual who has been incarcerated due to a conviction for a criminal offense as an adult.

Lethal or Deadly Force - The force a person uses with the purpose of causing or knowingly creating a substantial risk of causing death or serious bodily harm.

Life Safety Code - A manual published by the National Fire Protection Association (NFPA) specifying minimum standards for fire safety necessary in the public interest.

Log Book - The official record of post operations and inspections.

Medical Records - Separate records of all detainee medical examinations, diagnoses, and treatments maintained by the United States Public Health Service.

Man Hour - Man-hour means productive hours when the required services are performed. Only productive hours can be billed and invoiced.

Medical Records - Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be transferred to the detainee record: date and time of all medical examinations and copies of standing or direct medical orders from the physician to the facility staff.

Medical Screening - A system of structured observation/initial health assessment of newly arrived detainees performed within the first 24 hours of arrival.

Mileage Rate – a fully burdened rate inclusive of the mileage rate in accordance with General Service Administration Federal Travel Regulation, vehicle equipment, maintenance, and fuel costs.

Non-Contact Visitation - Visitation that restricts detainees from having physical contact with visitors using physical barriers such as screens and/or glass. Voice communications between the parties are typically accomplished with telephones or speakers.

Non-Deadly Force - The force a person uses with the purpose of not causing or which would not create a substantial risk of causing death or serious bodily harm.

Notice to Proceed (NTP) - Written notification from the Government to the Contractor stating the date that the Contractor may begin work, subject to the conditions of the contract.

Office of Professional Responsibility, Personnel Security Unit (OPR-PSU) - This office in ICE implements a component-wide personnel security program.

On-Call Post/Remote Custody Officer Post - These posts shall be operated on demand by the COTR and shall include, but are not limited to, escorting and custody of detainees for hearings, ICE interviews, medical watches, and any other location requested by the COTR.

Pat Down Search - A quick patting of the detainee's outer clothing to determine the presence of contraband.

Performance Requirement Summary (PRS) - The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE National Detention Standards (NDS).

Performance Work Statement (PWS) - That portion of the contract (Section C), which describes the services to be performed under the contract.

Physician - An authorized practitioner who is a graduate from a recognized college of medicine or osteopathy and licensed by the appropriate state board.

Policy - A definite written course or method of action, which guides and determines present and future decisions and actions.

Post Orders – Written orders that specify the duties of each position, hour-by-hour, and the procedures that the Post Officer will follow in carrying out those duties.

Preventive Maintenance - A system designed to enhance the longevity and/or usefulness of buildings and equipment in accordance with a planned schedule.

Procedure - The detailed and sequential actions that must be executed to ensure that a policy is implemented. It is the method of performing an operation or a manner of proceeding on a course of action. It differs from a policy in that it directs action required to perform a specific task within the guidelines of that policy.

Productive Hours - These are hours when the required services are performed and can be billed.

Project Manager - Contractor employee responsible for on-site supervision of all Contractor employees, with the authority to act on behalf of the Contractor. The Project Manager cannot simultaneously serve in the role of manager and Detention Officer or Supervisory Detention Officer.

Property – Refers to personal property belonging to a detainee.

Proposal - The written plan submitted by the Contractor for consideration by ICE in response to the Request for Proposal (RFP).

Public Health Service (PHS) - An agency of the United States Department of Health and Human Services.

Qualified Health Professional - Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.

Quality Assurance - The actions taken by the Government to assure requirements of the Performance Work Statement (PWS) are met.

Quality Assurance Surveillance Plan (QASP) – A Government-produced document that is based on the premise that the Contractor, and not the Government, is responsible for the day-to-day operation of the facility and all the management and quality control actions required to meet the terms of the contract. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The QASP validates that the Contractor is complying with DRO-mandated quality standards in operating, maintaining, and repairing detention facilities. The QASP is used to calculate invoice withholdings and/or deductions.

Quality Control (QC) - The Contractor's inspection system, which covers all the services to be performed under the contract. The actions that a Contractor takes to control the production of services so that they meet the requirements stated in the contract.

Quality Control Plan (QCP) - A Contractor-produced document that addresses critical operational performance standards for services provided.

Responsible Physician - A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.

Restraint Equipment - This includes but is not limited to handcuffs, belly chains, leg irons, straight jackets, flexi-cuffs, soft (leather) cuffs, and leg weights.

Sally Port - An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry and exit ensures there shall be no breach in the perimeter or interior security of the facility.

Safety Equipment - Fire fighting equipment, including, but is not limited to chemical fire extinguishers, hoses, nozzles, water supplies, alarm systems, first aid kits, and stretchers.

Security Devices - Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.

Security Perimeter - The outer portions of a facility, which actually provide for secure confinement of detainees.

Security Risk Level - High, Medium, Low

High Risk Level – (Level 3) Detainees exhibit behavioral problems, or manifest a pattern of such behavior, or have a history of violent and/or criminal activity.

Medium Risk Level – (Level 2) Detainees exhibit minor behavioral problems or have a history of nonviolent criminal behavior.

Low Risk Level – (Level 1) Detainees exhibit no behavioral problems and have no history of violent criminal behavior.

Sensitive Information - Any information which could affect the national interest, law enforcement activities, the conduct of federal programs, or the privacy to which individuals are entitled under Title 5, U.S. Code, Section 552a. All Detainee records are considered sensitive information.

Service Processing Center (SPC) - Refers to ICE owned and operated facilities for housing detainees.

Sick Call - A system through which a detainee reports and receives individualized and appropriate medical services for non-emergency illness or injury.

Significant Event Notification Report (SEN) - A written document reporting a special event (e.g., the use of force, use of chemical agents, discharge of firearms).

Special Housing Unit (SHU) - The space set aside within the facility for administrative detention or disciplinary segregation.

Standards for Health Services In Jails - Publication of the National Commission on Correctional Health Care (NCCHC) (latest edition).

Strip Search - An examination of a detainee's naked body for weapons, contraband, and physical abnormalities. This also includes a thorough search of all of the individual's clothing while not being worn.

Suitability Check - Security clearance process for Contractor and all Contractor Employees to determine suitability to work on a Government contract.

Tour of Duty - No more than 12 hours in any 24-hour period with a minimum of eight (8) hours off between shifts, except as directed by state or local law.

Training - An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, in an academy or training center, at an institution of higher learning, through contract services, at professional meetings, or through closely supervised on the job training. Meetings of professional associations are considered training when there is clear evidence of the above elements. All trainers and employees shall be certified and shall be approved by the COTR or ICE designee.

Transportation Service Cost – All inclusive or burdened rate. Cost includes but is not limited to labor, overtime outside of standard working hours, equipment, material, supplies, and other related costs necessary to respond to requests by designated officials for movement of detainees from place to place necessary for processing, court hearings, interviews, doctor's appointments, JPATs/airports, and transporting in-between detention facilities (counties, state and federal).

Travel Cost – Cost inclusive of lodging and meals and incidental expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel.

United States Marshals Service (USMS) - An agency of the Department of Justice.

United States Public Health Service (USPHS) - An agency of the U.S. Department of Health and Human Services working in conjunction with ICE to provide health services for detainees through its Division of Immigration Health Services.

Weapons - This includes, but is not limited to, firearms, ammunition, knives, billy clubs, electronic defense modules, chemical weapons (mace), and nightsticks.

X-Ray Search - A photographic search by use of x-rays.

D. AMBIGUITIES

All services must comply with the Performance Work Statement (PWS) and all applicable state and local laws and standards. Should a conflict exist between any of these standards, the most stringent shall apply. If the Contractor is unable to determine which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate standard.

The COTR does not have the authority to modify the stated terms of the contract, or approve any action that would result in additional charges to the Government. The CO shall make all modifications in writing.

II. PERFORMANCE WORK STATEMENT FOR DETENTION AND TRANSPORTATION SERVICES

SUBSECTION 1 - GENERAL ADMINISTRATION, ORGANIZATION, AND MANAGEMENT

The Contractor shall provide a safe and secure environment for staff and detainees through effective building and grounds security. The Contractor shall continuously monitor programs, seek ways to reduce and control violence in the facilities, respond effectively to emergencies, maintain accountability of tools, chemicals, and other potentially dangerous items, and maintain security. The Contractor shall monitor detainee programs and Contractor staff performance. In addition, the Contractor shall communicate policy, procedures, and operational practices in accordance with ICE written instructions and policy statements.

A. Quality Control Plan (QCP)

The Contractor shall provide an overall Quality Control Plan (QCP) that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Contractor shall periodically review and update the QCP policies and procedures on an annual basis. The Contractor shall audit facility operations monthly for compliance with the QCP. The Contractor shall notify the Government 48 hours in advance of the audit to ensure the Contracting Officer's Technical Representative (COTR) is available to participate. The Contractor's QCP shall identify deficiencies, appropriate corrective action(s), and timely implementation plan(s) to the COTR.

If the Contractor proposes changes in the QCP after contract award, the Contractor shall submit them to the COTR for review. If the COTR concurs with the changes, the COTR shall submit the changes to the Contracting Officer (CO). The CO may modify the contract to include these changes.

B. Quality Assurance Surveillance Plan (QASP)

ICE will develop a Quality Assurance Surveillance Plan (QASP) pursuant to the requirements of the Performance Work Statement. The QASP will be issued as a modification to the contract awardee. It will present the financial values and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

1. The purpose of the QASP is to:

- a. Define the roles and responsibilities of participating Government officials.
- b. Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
- c. Describe the process of performance documentation.

2. Roles and Responsibilities of Participating Government Officials:

- a. The COTR(s) will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the Contractor on a day-to-day basis. The COTR(s) will have primary responsibility for completing "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Contractor's work performance.
- b. The Administrative Contracting Officer (ACO) or designee has overall responsibility for evaluating the Contractor's performance in areas of contract compliance, contract administration, and cost and property control. The CO shall review the COTR's evaluation of the Contractor's performance and invoices. If applicable, deductions will be assessed in accordance with the evaluation of the Contractor's performance, e.g., monetary adjustments for inadequate performance.

C. Contractor's Failure to Perform Required Services

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this solicitation. Specifically, the Government reserves its rights under the Inspection of Services and Termination clauses. Any reductions in the Contractor's invoice shall reflect the contract's reduced value resulting from the Contractor's failure to perform required services. The Contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

D. Performance Evaluation Meetings

The Contractor's representatives shall meet with the COTR(s) as determined necessary by the Government. These meetings will provide a management level review and assessment of Contractor performance and discussion and resolution of problems.

E. Inspection by Regulatory Agencies/Media Requests

1. Work described in the contract is subject to inspection by other Government agencies. The Contractor shall participate in responding to all requests for information and inspection or review findings by regulatory agencies
2. The Contractor shall notify the COTR when a member of the United States Congress or any media outlet requests information or makes a request to visit the facility, per the ICE National Detention Standard on News Media Interviews and Tours. The Contractor shall coordinate all public information related issues with the CO. *All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs,* which can be reached through the Internet website: <http://www.ice.gov/about/news/contact.htm>. The Contractor shall promptly make public announcements, *after the releases have been cleared, in advance, with the ICE Office of Public Affairs*, stating the facts of unusual newsworthy incidents to local media. Examples of such events include, but are not limited to: deaths, escapes from custody, and facility emergencies. The Contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the United States Government in any public presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

F. Contractor's Employee Manual

The Contractor shall provide an Employee Manual which, at a minimum, addresses the following:

1. Organization
2. Recruiting procedures
3. Opportunities for Equal Employment
4. Qualifying for jobs, job descriptions, responsibilities, salaries, and fringe benefits
5. Screening employees for illegal drug use
6. Holidays, leave, and work hours
7. Personnel records, employee evaluations, promotion, and retirement
8. Training
9. Standards of conduct, disciplinary procedures, and grievance procedures
10. Resignation and termination
11. Employee-management relations
12. Security, safety, health, welfare, and injury incidents

The Contractor must provide a copy of the Employee Manual to the Contractor's employees at the facility before entry on duty (EOD). Upon request by the COTR, the Contractor shall document to the Government that all employees have reviewed a copy of the manual.

G. ICE Operations Manual

The Contractor shall maintain the site specific ICE Operations Manual that contains ICE written policy, plans, and procedures. The Contractor shall make the manual available to all employees. Every employee shall certify in writing that he or she has read, fully understands, and agrees to comply with the procedures outlined in the manual. The Contractor shall maintain these certifications and furnish them to the COTR if requested.

H. Facility Staffing Plan and Key Personnel

The Contractor shall provide a staffing plan that addresses at a minimum the staffing requirements and key personnel to be employed in connection with this contract as outlined in the PWS. The Contractor shall staff the post-positions in accordance with the Contractor-submitted and Government-approved Contractor Staffing Plan. The number, type and distribution of staff as described in the contract staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type and/or distribution of staff described in the staffing plan must be submitted to the CO, through the COTR, for approval prior to implementation. Staffing levels shall not fall below a monthly average of **95%** of ICE-approved staffing plan.

Each month, the Contractor shall submit to the COTR the current average monthly vacancy rate and indicate any individual positions that have been vacant more than 120 days. Failure to fill any individual position within 120 days of the vacancy may result in a deduction from the monthly invoice. ICE may calculate the deduction retroactive to day one of the vacancy, excluding the days for ICE's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted.

1. Minimum Staffing Requirements

The Contractor shall fully staff the facility to secure, control, and supervise detainees in custody regardless of the detainee population. Staffing must be sufficient to cover the posts as listed in the solicitation. The Contractor shall ensure daily Detention Officer Assignment rosters, by shift, for the duration of the contract. The assignment rosters shall indicate the number of staff, job titles, names, hours, and days of work for each post. The daily roster shall be posted 24 hours in advance. Shift rosters must be provided to the COTR on a daily basis upon completion of the third shift. The Contractor shall provide a minimum of one Detention Officer of the same gender as the detainees on each post.

2. Supervisory Staffing

The Contractor is responsible for the satisfactory supervision of its employees at all times. Satisfactory supervision includes verifying attendance at all posts and positions, and upholding the work requirements of all personnel assigned under the contract. The Contractor shall provide the COTR with the names of Supervisory Detention Officers designated by the Contractor before commencement of services.

In the absence of the Project Manager, another qualified person who meets the Project Manager and security clearance requirements shall temporarily fill that position. This individual shall perform only job duties of a Project Manager in providing oversight and direction to contract Detention Officers and interfacing with ICE COTRs and/or designated ICE Officers and the Contracting Officer on all contract-related matters.

3. Key Personnel

The Contractor shall provide resumes for key personnel to the Government as a part of the contract solicitation process. The Contracting Officer shall provide written approval before any employee is assigned to perform duties under this contract. The Contractor shall have key personnel employed and on site before the Contractor can begin contract performance. Any subsequent changes to key personnel must meet these criteria and be approved in writing by the Contracting Officer. The following are considered key personnel for the contract:

- a. **Project Manager.** The Project Manager shall hold an accredited bachelor's degree in an appropriate discipline, or significant military or corrections experience of a minimum 15 years, and have at least five years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- b. **Assistant Project Manager.** The Assistant Project Manager shall hold an accredited bachelor's degree in an appropriate discipline, or have at least three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- c. **Supervisory Detention Officers.** Supervisors must be trustworthy and must have a minimum of one year of experience as a detention officer and two years of successful experience in field supervision (civilian community law enforcement, commercial or industrial guard service, or security service supervisory positions). The two-year requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the basic requirement.
- d. **Training Officers.** Certified instructors shall conduct all instruction and testing of Contract personnel. A state or national level recognized institution certification of instructors is mandatory unless otherwise approved in writing by the COTR. Certification of instructors may be established by documentation of

past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COTR must approve the instructor prior to the training course.

- e. **Quality Assurance Manager.** The Quality Assurance Manager shall hold an accredited bachelor's degree in an appropriate discipline, or have at least three years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility.
- f. **Corporate Security Officer.** The Corporate Security Officer shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for securing a detention/correctional facility. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

To establish and maintain a congenial line of communication with the Contractor, a Contractor's Project Manager and the COTR shall work together as a team to ensure that required work is accomplished in an efficient and proper manner. There should be no hesitation to call special meetings to discuss and resolve serious problems.

4. Organizational Chart

Prior to commencement of work, the Contractor shall provide an organizational chart that describes the structure of authority, responsibility, and accountability within the facilities. The Contractor shall update this chart as necessary. The Contractor shall make the chart available for review by the CO and COTR upon request.

I. Employee Standards

All employees shall meet the highest standards of professionalism and personal integrity. Standards of professionalism include competency, training, appearance, and behavior. The Contractor shall perform pre-employment suitability checks for all employees and prospective employees. The Contractor shall take disciplinary action against employees who disregard those standards.

J. Training Program

The Contractor shall establish a training program for all employees, which incorporates the training requirements set forth in the ACA Standards and Subsection 3 of the PWS. The training plan shall include proficiency testing (if required), instructor(s) and instructor qualifications, course descriptions, and detailed lesson plans that include subject matter and methods of presentation, course objectives, student evaluation procedures, and the location and duration of training. No less than 30 days after contract award and before contract performance begins the Contractor shall submit the training plan to the COTR for review. The Contractor is not to begin training until the COTR has approved the training plan. All training shall be conducted in a classroom or on-the-job training environment. On-line training is specifically prohibited to meet the any training requirement, unless approved in writing by the COTR.

K. Meetings

1. The Project Manager shall participate in ICE facility meetings as required by the COTR.
2. The Contractor's representatives shall meet with the COTR(s) as determined necessary by the Government. These meetings will provide a management level review and assessment of Contractor performance and discussion and resolution of problems.

L. Housing, Detention, Health and Medical, and Transportation Service

The Contractor shall provide detention services, to include detainee welfare, transportation, and record keeping services for ICE, in support of the detention and removal process. This includes but not limited to, providing security within the SPC perimeters:

1. Detention Site Standards

Contractor shall ensure that detention sites conform to ACA and DHS Standards. A fire and emergency plan provided by the Government shall be aggressively managed by the Contractor. The Contractor shall ensure facilities conformance to the following:

- a. The Contractor is to report any sighting of vermin/pests to keep the facility clean and vermin/pest free. Any issues shall be reported to the COTR immediately.
- b. Have a suitable waste disposal and recycling program.
- c. The Contractor shall supervise and distribute Government furnished suitable linens (sheets, pillow cases, towels, etc.).
- d. The Contractor shall launder and change linens per ICE Performance Based National Detention Standards.
- e. The Contractor shall supervise and distribute appropriate clean Government furnished blankets.
- f. The Contractor shall ensure fire and emergency exits remain unimpeded to permit prompt evacuation of detainees and staff members in an emergency.
- g. The Contractor shall supervise and distribute Government furnished articles of personal hygiene (e.g., soap, toothbrush, toothpaste, comb, toilet paper, shaving equipment, and female sanitary items).

For safety, security, and sanitation purposes, an inspection of the detainee housing areas shall be conducted by a supervisor at a minimum of once per shift. The inspection shall be logged into the security logbook and be available for review by the COTR or ICE designee.

All locks, windows, walls, floors, ventilators, covers, access panels, and doors shall be checked daily for operational wear and detainee tampering. The Contractor shall report immediately all defective equipment to the COTR or ICE designee.

The Contractor shall follow established policies and procedures relating to the security of the specific SPC to prevent possible escape attempts from detention sites, which might result in the injury or death of detainees.

The SPC shall be subject to periodic and random inspection by the COTR, ICE designee, or other officials (e.g., ACA, Foreign Counselor Officers) to insure compliance with ICE Standards. Deficiencies shall be immediately rectified or a plan for correction submitted to the COTR for approval.

2. Health and Medical Care

The Contractor shall comply with the Government's current written policies and procedures for appropriately addressing the health needs of detainees in ICE custody. Written policies and procedures shall include, but not be limited to, the following:

- a. Policy and procedures for accessing 24-hour emergency medical care for ICE detainees.
- b. Policy and procedures for prompt summoning of emergency medical personnel.
- c. Policy and procedures for evacuation of detainees, if deemed necessary by qualified medical personnel.
- d. Policy, procedures, and post procedures for duty officers to ensure that medical emergencies are recognized and promptly attended to.
- e. The Contractor shall notify the appropriate personnel of all detainee requests for the need of medical treatment. These requests shall be addressed with urgency.

3. Medical Services

The United States Public Health Services (USPHS), Division of Immigration Health Services (DIHS), is responsible for providing all health care services for detainees in the custody of ICE. The USPHS shall provide medical coverage at the facility no less than twenty-four (24) hours per day, seven (7) days per week.

The Contractor shall provide security with a minimum of a staff of one at all times. When patients are housed in the infirmary, a security guard shall be posted to the unit twenty-four (24) hours a day, seven (7) days a week. The Contractor shall coordinate and escort detainees to the medical clinic for sick call, appointments, and pill line. Note: Optimum functioning of health services depends on a continuous flow of patients to and from the clinic with an average of one patient per provider every 10 minutes. A clinic of this size could be as high as 200+ patients per day. Escort personnel will have to be assigned accordingly.

The Contractor shall provide the detainees written instructions for gaining access to health care services. Procedures shall be explained to all detainees in the detainee's native language, and orally to detainees who are unable to read. The detainee shall similarly be provided instructions and assistance in personal hygiene, dental hygiene, grooming, and health care. It shall be made routinely available.

The USPHS/DIHS shall provide for medical screening upon arrival at the facility performed by health care

personnel or health trained personnel.

When communicable or debilitating physical problems are suspected, the detainee shall be separated from the detainee population, and immediately notify USPHS/DIHS staff. Behavioral problems (detainee who is not diagnosed as psychotic) and suicide observation will be the responsibility of the Contractor.

Written policy and defined procedure shall require that detainees' written health complaints are solicited and delivered to the medical facility for appropriate follow-up.

Written policy and defined procedure shall require that health care complaints are responded to and that sick call, conducted by USPHS/DIHS personnel is available to detainees daily. If a detainee's custody status precludes attendance at sick call, arrangements are to be made to provide sick call services in the place of the detainee's detention. A minimum of one sick call shall be conducted daily. USPHS/DIHS reserves the right to conduct triage and sick call in the place of the detainee's detention.

The USPHS shall provide to the Contractor and maintain basic first aid kits. First aid kits shall be available at all times and shall be located throughout the facility, as necessary, to allow quick access.

The DIHS acts as the agent and final health authority for ICE on all off-site detainee medical and health related matters. The relationship of the DIHS to the detainee equals that of physician to patient. The Contractor shall solicit DIHS approval before proceeding with non-emergency, off-site medical care (e.g., off site lab testing, eyeglasses, cosmetic dental prosthetics, and dental care for cosmetic purposes). The Contractor shall submit supporting documentation for non-routine, off-site medical/health services to DIHS. For medical care provided outside the facility, the DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of ICE and the detainee. ICE may refuse to reimburse the Contractor for non-emergency medical costs incurred that were not pre-approved by the DIHS. The Contractor shall send requests for pre-approval for non-emergency off-site care to:

United States Public Health Service
 Division of Immigration Health Services
 1220 L Street NW, ~~Washington, DC 20005~~
 Washington, DC 20005
 Phone: (202) 732-(b)(6)
 Fax: (202) 732-0095

The Contractor is to notify all medical providers approved to furnish off-site health care of detainees to submit their bills in accordance with instructions provided to:

VA Financial Service Center
 Attn: (b)(6);(b)(7)(C)
 Claims Division
 1651 Woodward Street
 Austin, TX 78772
 Phone: (512) 460-(b)(6)
 Fax: (512) 460-5158

The Contractor agrees to accept and provide for the secure custody, care, and safekeeping of detainees in accordance with the State, and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

4. Armed Transportation Services:

- a. The Contractor shall provide all such ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COTR or designated ICE official. Transportation mileage reimbursable rates will be commensurate with current applicable federal travel allowance rates. When Detention Officers are not providing transportation services, the Contractor shall assign the employees to supplement security duties within the facility to assist ICE as directed by the COTR or designated ICE official. Duties as directed by the COTR utilizing these officers shall not incur any additional expenses to the Government.

The Contractor shall assign at a minimum two person teams consisting of two transportation guards on a daily basis distributed throughout a 24 hour-period, seven (7) days a week including weekends and Holidays for the transporting of detainees. The COTR shall approve the number of teams assigned to any shift or period of time in

order to meet the needs of ICE transportation requirements. Minimum team requirements per location as listed below:

| Service Processing Center (SPC) | Required (2) Person Team |
|--|---------------------------------|
| | (5) Teams Monday thru Friday |
| Florence SPC | (3) Teams Weekends & Holidays |

- b. The Contractor shall furnish and maintain suitable vehicles in good condition, approved by the Government, to safely provide the required transportation services as listed below. The Contractor shall comply with all federal and state laws with regard to inspections, licensing, and registration for all vehicles used for transportation. Vehicle parking spaces within the Florence SPC are available but limited. The Contractor shall furnish parking spaces for its vehicles when parking spaces are not available.

- d. Nothing in this agreement shall restrict the Contractor from acquiring additional vehicles as deemed necessary by the Contractor at no cost to the Government. The Contractor shall not allow employees to use their privately owned vehicles to transport detainees. The Contractor shall furnish vehicles equipped with interior security features in accordance with ICE National Detention Standards including physical separation of detainees from guards. The Contractor shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation. Vehicles furnished by the Contractor shall be equipped with interior security features such as, but not limited to: door lock controls, window locks, a wire cage with acrylic panel between the driver seat and the rear passenger seats, and provide physical separation of detainees from Detention Officers.

In the event of transportation services involving distances that exceed a standard workday to complete, the Contractor shall be reimbursed for related costs of lodging and meals commensurate with the Federal Travel Regulation (FTR) rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable Department of Labor overtime rate for the Detention Officer position incorporated within this agreement. The Contractor shall comply with ICE transportation standards related to the number of hours the Contractor employee may operate a vehicle. Overnight lodging and meals resulting in excess of the standard (transportation) working hours shall be approved in advance by the COTR or designated ICE official and supporting documents based on actual expenses shall be submitted with the monthly invoices.

- e. The transportation service shall be accomplished in the most economical manner.
- f. The Contractor shall supply and maintain restraining equipment, per the ICE National Detention Standard on Transportation. ICE personnel reserve the right to approve such restraining equipment, as well as the right to inspect such restraining equipment.
- g. The Contractor personnel provided for the transportation services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those Contractor personnel provided in the other areas of this agreement. Detention Officers who provide transportation shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and the state DMV Medical Certification.
- h. During all transportation activities, at least one detention officer shall be the same sex as the detainee and all shall be armed in the performance of these duties.
- i. The Contractor shall, upon order of the COTR or DIHS, transport a detainee to a hospital location. Detention Officer(s) shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The Contractor shall then transport the detainee to the detention site.
- j. The COTR may direct the Contractor to transport detainees to unspecified miscellaneous locations. As a part of the release process, upon the release of a detainee from the facility (e.g., release on bond, supervised release, or case termination), the Contractor, when requested by the COTR or ICE-designated official, will transport the released detainee to a local transportation area, such as a bus station or taxi stand.

- k. When the COTR provides documents to the Contractor concerning the detainee(s) to be transported and/or escorted, the Contractor shall deliver these documents only to the named authorized recipients. The Contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
- l. The Contractor shall establish and maintain a fully operational communication system compatible with ICE communication equipment, the Motorola XTS3000, Motorola XTS5000 or equivalent that has direct and immediate contact with all transportation vehicles and post assignments. For transportation duties only, the Contractor shall utilize Government furnished encrypted radios. Unencrypted radios for other assignments shall be provided by the Contractor. Upon demand, the COTR shall be provided with current status of all vehicles and post assignment employees.
- m. Failure of the Contractor to comply fully with the detainee(s) departure as pre-scheduled shall result in the Contractor having deductions and/or withholding made for non-performance.
- n. ICE anticipates normal transportation requirements other than hospital visits and local needs consisting of the following:

LOCATION – FLORENCE SPC*

| Route | Approximate Miles (One Way) | Frequency | Pick Up Locations |
|--------------|------------------------------------|--------------------------------------|---|
| 1 | 130 | 2 times per day | Nogales Port of Entry; 9 North Grand Avenue, Nogales, AZ 85621 |
| 2 | 40 | 3 times per day | Williams Gateway Airport; 5919 Sossaman Road, Mesa, AZ 85212 |
| 3 | 2 | 3 times per day | Central Arizona Detention Center; 1155 North Pinal Parkway, Florence, AZ 85232 |
| 4 | 2 | 3 times per day | Pinal County Jail; North Pinal Parkway, Florence, AZ 85232 |
| 5 | 65 | As needed | Maricopa Medical Center; 2601 East Roosevelt Street, Phoenix, AZ 85008 |
| 6 | 35 | As needed; at least 2 times per week | Casa Grande Regional Medical Center; 1800 East Florence Boulevard, Casa Grande, AZ 85222 |
| 7 | 65 | As needed; at least 2 times per week | Phoenix Sky Harbor Airport; 3400 East Sky Harbor Boulevard, Phoenix, AZ 85034 |
| 8 | 65 | As needed | Phoenix Bus Station; 2115 East Buckeye Road, Phoenix, AZ 85034 |
| 9 | 70 | 3 times per day | Tucson Bus Station; 471 West Congress, Tucson, AZ 85701 |
| 10 | 35 | As needed | Coolidge Dental; 1185 North Arizona Boulevard, Coolidge, AZ 85228 |

*This list is not all inclusive. The COTR may direct the Contractor to transport detainees to unspecified miscellaneous locations with the same conditions as listed above in Section 4 and any other applicable Section.

Please see Transportation Section for the post assignments of other armed officers.

5. Detention Services (Stationary)

- a. The Contractor agrees to provide stationary guard services on demand by the COTR including, but not limited to, escorting and guarding detainees at medical facilities and/or doctor's appointments, hearings, ICE interviews, and any other remote location requested by the COTR. Qualified detention officer personnel employed by the Contractor under its policies, procedures, and practices shall perform such services. The Contractor agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the COTR.

- b. The Contractor shall be authorized one officer for each such remote location, unless at the direction of the COTR or designated ICE official as additional officers are required.
- c. The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was/were guarded. Such services shall be denoted as a separate item on submitted invoices and invoice under CLIN 0002.

6. Notification and Public Disclosures

There shall be no public disclosures regarding this contract made by the Contractor (or any subcontractors) without review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer. The Government considers such information privileged or confidential.

7. Effectuating Departure of Detainees

Contractor employees shall effectuate departures. Effectuating departure requires Contractor employees to perform detainee-related activity included but not limited to: positive identification, documentation preparation and review, transportation, escorting, inspecting and evaluating aircraft to ascertain unobservable exits do not exist which could allow escape, placing detainee on proper departing aircraft, remaining at the gate until aircraft is airborne and verifying verbally with carrier gate attendant that aircraft is in flight, certify departure in writing to the COTR, and returning all DHS documentation to the appropriate DHS supervisor upon completing the escort assignment. In addition, Contractor employees shall, when required by proper authority, affirm, swear, and witness to all actions of effectuating departure that were accomplished, performed, carried-out, and done and in transactions involving the detainee(s), when required in a legal setting, deposition, or court of law.

8. Establish and Maintain a Program for the Prevention of Sexual Abuse/Assault

The Contractor shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program. This program shall include training that is given separately to both staff and detainees, in accordance with the Prison Rape Elimination Act (PREA).

SUBSECTION 2 - PERSONNEL

The Contractor shall employ personnel whose qualifications are commensurate with job responsibilities and authority levels. The Contractor shall assure that employees meet the standards of competency, training, appearance, behavior and integrity. The Contractor will effect disciplinary or adverse action against employees who disregard those standards.

A. Minimum Standards of Employee Conduct

The Contractor shall develop standards of employee conduct and corresponding disciplinary actions that are consistent with the following standards of conduct. All employees shall certify in writing that they have read and understand the standards. A record of this certificate must be provided to the COTR prior to the employees beginning work under this contract. The Contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but must include:

1. Employees shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
2. Employees shall not discuss or disclose information from detainee files or immigration cases, except when necessary in the performance of duties under this contract.
3. The employee may not interact with any detainee except in a relationship that supports the approved goals of the facility. Specifically, employees shall not receive nor accept any personal (tangible or intangible) gift, favor, or service, from any detainee, any detainee's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, the employee shall not give any gift, favor, or service to detainees, detainee's family, or associates.
4. The employee shall not enter into any business relationship with detainees or their families (e.g., selling, buying, or trading personal property).
5. The employee shall not have any outside or social contact with any detainee, his or her family, or associates, except for those activities, which are part of the facility program and a part of the employee's job description.

6. All employees are required to immediately report to the Project Manager or ICE Supervisor any violation or attempted violation of these standards.
7. The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COTR. Violations may result in employee removal from the facility. Failure on the part of the Contractor either to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action including possible termination of the contract for default.
8. The Contractor shall not employ any person who is currently an employee of any federal agency including active duty military personnel – or whose employment would present an actual or apparent conflict of interest.

B. Minimum Personnel Qualification Standards

The Contractor must agree that each person employed by the firm or any subcontractor(s) shall have a social security card issued and approved by the Social Security Administration and shall be a United States citizen or a person lawfully admitted into the United States for permanent residence, have resided in the U.S. for the last five years, possess a high school diploma or equivalent (GED), and obtain a favorable Suitability for Employment determination. Each employee of the Contractor and of any subcontractor(s) must complete and sign a Form I-9, "Employment Eligibility Verification," before commencing work. The Contractor shall retain the original Form I-9 and shall furnish the COTR with a copy of the Form I-9 before the employee commences work. The Contractor shall be responsible for acts and omissions of its employees and of any subcontractor(s) and their employees.

In addition, each contractor employee shall meet the following requirements in accordance with the contract requirements:

1. All employees shall be a minimum of 21 years of age.
2. Employees shall have at least one year of general experience that demonstrates the following:
 - a. The ability to greet and deal tactfully with the general public;
 - b. Capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate and able to interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports;
 - c. Good judgment, courage, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities;
 - d. Ability to maintain poise and self-control during situations that involve mental stress, such as fires, explosions, civil disturbances, and building evacuations.
3. All employees on this contract must maintain legal residency (current and physical) in the continental United States.

C. Health Requirements for All Detention Officers

The Contractor shall assign only employees who are in good health to work under this contract. Employees shall be without physical defects or abnormalities that would interfere with performing duties. All Detention Officers who work under this contract shall pass a medical examination conducted by a licensed physician within 30 days prior to initial assignment.

The Contractor shall have a collaborative agreement with a fully licensed certified independent clinic and laboratory for the purpose of accomplishing the Standard Form 88 (SF 88), Medical Record – Report of Medical Examination.

The Medical Record – Report of Medical Examination, SF 88, shall evidence the physical fitness of each Detention Officer. If requested by the COTR, the Contractor shall make medical records of contractor employees available for review. The Contractor will keep one duplicate copy of each SF 88. Prior to the officer's initial assignment or reassignment to the ICE site, the Contractor shall certify in writing to the COTR that each Detention Officer is in full compliance with the following:

1. Detention Officers must be free from any serious physical illnesses, ailments, or maladies, including epilepsy. This also includes other diseases that may be transmitted to and result in the disablement of other persons.

2. Detention Officers are required to have the following: (a) uncorrected distant vision must be equal to or better than 20/200 in each eye; (b) binocular distant vision must be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (d) peripheral vision must be normal; (e) color vision must be normal. Acceptable measure of color discrimination is the Ishihara color (14 plates). X-chrome lenses are not acceptable to ICE as a means of correcting color deficiencies. Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COTR.
3. Detention Officers are required to be able to hear in the frequency range from 500-2000 hertz (Hz), the deficit should not exceed 30 decibels in either ear. At 3000 Hz, the deficit should not exceed 40 decibels in either ear. The use of any hearing aid to comply with the medical standards is unacceptable. Any disease or condition, which interferes with the ability to hear, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COTR.
4. Detention Officers shall not have heart, lung, skeletal, or other physical defects that would impair their ability to perform effectively in either normal or emergency situations.
5. Detention Officers shall possess unimpaired use of hands, arms, legs, and feet. Detention Officers shall be able to run when necessary and be capable of handling portable fire extinguishers, building fire hoses, and related equipment.
6. Detention Officers shall wear all contractor-issued necessary equipment, and/or other protective items.
7. Officers shall be mentally alert and emotionally stable with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during a stressful situation involving mental stress.
8. As required by the Occupational Safety and Health Administration, 29 CFR, Part 1910.1035 (Occupational Exposure to Tuberculosis), all employees in occupations with high-risk exposure are required to have a TB Skin Test completed annually. The Contractor shall accomplish a baseline test on all newly hired employees. Each employee must have a TB Skin Test Certificate prior to entering on his/her first day of duty. The Contractor shall be responsible for re-testing of employees annually.
9. The Contractor shall report immediately any changes to (1) through (8) above, in a Detention Officer's health status to the COTR. If the COTR determines that Contractor employees do not meet minimum health standards, the Contractor's employee must undergo a "Fitness for Duty" examination at no cost to the Government.

D. Random Drug Testing

The Contractor shall have a random drug-screening program. ICE may require drug screening for cause at any time. The Contractor shall order and accomplish drug screening at the Contractor's expense. A laboratory approved by the National Institute of Drug Abuse (NIDA) must perform the screening. The Contractor shall provide the results of all such drug screening to the COTR within 24 hours after receipt.

E. Contraband Program and Inspection

A contraband control program shall be established in accordance with ICE National Detention Standards and the ACA standards on the control of contraband.

The Contractor's employees are subject to random contraband inspection in accordance with facility standards and policies. ICE may require contraband screening and inspection for cause at any time. Upon notification of a violation by the COTR, the Contractor shall immediately remove the employee from performing duties under this contract. The Contractor shall revoke employees' credentials, complete required disposition and immediately notify the COTR when the employee is removed from duty.

F. Removal from Duty

- a. If the COTR or the Contractor receives and confirms disqualifying information concerning a Contractor employee, the Contractor shall, upon notification by the COTR, immediately remove the employee from performing duties under this contract. The contractor shall revoke the employee's identification credentials and complete any required dispositions. The Contractor shall immediately notify the COTR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:

1. Conviction of a felony, a crime of violence, domestic violence or a serious misdemeanor.
2. Possessing a record of arrests for continuing offenses.
3. Falsification of information entered on suitability forms.
4. Non-payment of court ordered payments (child support, liens, etc.) or excessive delinquent debt as determined by credit check.
5. Misconduct or negligence in prior employment which would have a bearing on efficient service in the position in question, or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.
6. Alcohol abuse of a nature and duration which suggests that the applicant or appointee would be prevented from performing the duties of the position in question or would constitute a direct threat to the property or safety of others.
7. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.
8. Introduction of contraband into or unto the facility.

b. ICE may direct the Contractor to remove any employee who has been disqualified either for security reasons or for being unfit to perform his/her duties as determined by the COTR or the Contracting Officer. The Contractor shall take action immediately and notify the COTR when the employee is removed from duty. A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:

1. Violation of the Rules and Regulations Governing Detention facilities set forth in ICE Publications entitled "Detention Officer Handbook";
2. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3;
3. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, leaving post without relief, and refusing to render assistance or cooperate in upholding the integrity of the security program at the work sites;
4. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
5. Theft, vandalism, immoral conduct, or any other criminal actions;
6. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects;
7. Unethical or improper use of official authority or credentials;
8. Unauthorized use of communication equipment or Government property;
9. Misuse of equipment or weapons;
10. Violations of security procedures or regulations;
11. Recurring tardiness;
12. Possession of alcohol, illegal substances, or contraband while on duty;
13. Undue fraternization with detainees as determined by the COTR;
14. Repeated failure to comply with visitor procedures as determined by the COTR;
15. Performance, as determined by investigation by the Contracting Officer, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape;
16. Failure to maintain acceptable levels of proficiency or to fulfill training requirements;
17. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract;
18. Contractor employee who is under investigation by any law enforcement agency will be removed from duties pending outcome of the disposition.

At the direction of the COTR, the Contractor shall reassign contractor employees who have been arrested or who have alleged misconduct to duties that do not permit direct contact with detainees pending the disposition of the

charges. Any alleged misconduct shall be reported immediately to the COTR. If such reassignments are not available, the Contractor shall remove the employee from work under this contract and other ICE contracts.

G. Tour of Duty Restrictions

The Contractor shall not utilize any uniformed contractor employee to perform duties under this contract for more than 12 hours in any 24-hour period, and shall ensure that such employees have a minimum of eight (8) hours off between shifts. Authorization is required from the COTR prior to an employee performing services that exceed 12 hours. If an employee is performing other duties for either the Contractor or another employer, those hours shall count against the 12-hour limitation.

H. Dual Positions

A contractor employee shall not hold the position of Detention Officer and Supervisory Detention Officer simultaneously. In the event that Supervisory Detention Officer is not available for duty, the Contractor shall provide a full-time supervisor as a replacement. The COTR will document and refer to the Contracting Officer failure of the Contractor to provide necessary personnel to cover positions.

I. Post Relief

As indicated in the post orders, the Detention Officer shall not leave his post until relieved by another Detention Officer. When the Contractor or Contractor's Supervisors authorize rest or relief periods, the Contractor shall assign undesignated officers to perform the duties of the Detention Officers on break.

J. Personnel Files

The Contractor shall maintain a system of personnel files, and make all personnel files available to the CO and the COTR upon request. These files shall be maintained and current for the duration of the employee's tenure under the contract. The files shall contain verification of training and experience and credentials for all the staff.

K. Uniform Requirements

These requirements apply to Supervisory Detention Officers and Detention Officers who perform work under the contract.

1. Uniforms:

The Contractor shall provide uniforms to its employees. The design and color of the Contractor's uniforms, patches, badges, and other identifiable markings shall not be similar in color or style to those worn by ICE officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. Lettered breast badges and cap insignia must indicate the rank of authority and be prominently displayed as part of each uniform. A shoulder patch on the left shoulder should distinctly identify the Contractor. The officer shall not wear any other identification of the Contractor on the uniform. Each officer shall wear an identification nametag over the right breast shirt pocket.

Uniforms and equipment do not have to be new, but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat, and in good order. Uniforms that are frayed, stained, faded or considered too worn by the COTR shall be replaced by the Contractor.

The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt (mandatory), cap (mandatory), jacket, shoes or boots (mandatory), duty belt, mini-mag flashlight and holder, handheld radio, handcuff holder, and key-holder. The Contractor shall ensure that each officer has a complete uniform. Contractor employees performing duties under this contract shall use contractor-issued uniforms and equipment only.

Prior to the contract performance date, the Contractor shall document to the COTR the uniform and equipment items that have been issued to each employee. The COTR shall approve or disapprove any uniform apparel. The Contractor shall provide a submittal of the uniform or any uniform changes to the COTR for approval.

2. Identification Credentials:

The Contractor shall ensure that all employees both uniformed and non-uniformed (if applicable) have the required identification credentials in their possession while on the premises. The Contractor identification credential document shall contain the following:

- A photograph that is at least one inch square that shows the full face and shoulders of the employee and is no more than 30 days old when the Contractor issues the credential.

- b. A printed document that contains personal data and description consisting of the employee's name, sex, birth date, height, weight, hair color and eye color, as well as the date of issuance, the signature of the employee, and the signature of project manager or designated Contractor personnel.
- c. To avoid the appearance of having Government-issued badges, the Contractor shall not possess wallet type badges or credentials. The COTR or other ICE-designated official shall approve all credentials.

L. Permits and Licenses

1. Business Permits and Licenses

The Contractor must obtain all required permits and licenses by the date of contract award. The Contractor must (depending on the state's requirements) be licensed as a qualified security service company in accordance with the requirements of the district, municipality, county, and state in which ICE work site(s) is/are located.

Throughout the term of this contract, the Contractor shall maintain current permits/business licenses and make copies available for Government Inspection. The Contractor shall comply with all applicable federal, State, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

2. Licensing of Employees

Before reporting to duty on this contract, the Contractor shall ensure each employee has registration, commissions, permits, and licenses as required by the district, municipality, county, and state in which ICE work site is located. The Contractor shall verify all licenses and certifications. If applicable, all Contractor staff shall possess a current license/registration, in the state in which they are practicing.

3. Jurisdiction

The Contractor's authority under this contract is limited to space or posts that are under the charge and control of ICE. The Contractor will not extend his services into any other areas.

M. Encroachment

Contractor employees shall not have access to Government equipment, documents, materials, and telephones for any purpose other than as authorized by COTR. Contractor employees shall not enter any restricted areas of the processing centers unless necessary for the performance of their duties.

N. Work Schedules

The Contractor shall follow the criteria described below when establishing work schedules, contact relief, rest periods, and starting and stopping work.

1. Post Work Schedules

One week in advance, the Contractor shall prepare Supervisory and Detention Officer work schedules, for a two-week period, and shall post them in work areas or locker rooms. A manpower report shall be submitted to the COTR on a monthly basis. Schedules shall be prepared on a form designated by ICE. Changes in duty hours shall also be posted on this form in sufficient time to ensure 24-hour advance notice. By noon each day, the Contractor shall provide the COTR the duty roster showing all assignments for the following day. At the completion of each shift, the Contractor shall also provide an employment report listing (copies of the sign-in sheets [GSA Form 139, Record of Arrival and Departure from Buildings during Security Hours] for each shift) for each employee who actually worked, work classification, post assignments, and hours worked, as well as total hours worked by supervisory and non-supervisory employees to the COTR. Contract Supervisor shall conduct regular post checks to ensure personnel are prepared to be on duty. When a contractor employee is not being utilized at a given post, the Contractor at the direction of the COTR or ICE Supervisor on Duty may reassign him/her to another post.

2. Starting and Stopping Work

The Contractor is responsible for all employees to be dressed in full uniform and ready to begin work promptly at the beginning of each shift. Each employee shall remain at the duty locations until the shift is completed. The Contractor shall provide, to ICE COTR, documentation certifying that each contractor employee has been issued approved uniforms and equipment prior to EOD.

3. Recording Presence

The Contractor shall direct its employees to sign in when reporting for work, and to sign out when leaving at the end of their period of duty. The Contractor's supervisory and regular personnel are required to register at

the applicable work site(s) and shall use GSA Form 139, Record of Arrival and Departure from Buildings during normal duty hours or other forms designated by ICE. The Government shall specify the registration points, which will be at the protected premises, and the Contractor must utilize those points for this purpose.

Detention Officers, working as Supervisors, shall make the designation "Supervisor" in the rank column on GSA Form 139, Record of Arrival and Departure from Buildings during normal duty hours, or other forms designated by ICE; all others will enter "On Duty." The applicable post or position numbers may be entered in the "relief" column after mutual concurrence between ICE and the Contractor.

Each line on GSA Form 139, Record of Arrival and Departure from Buildings during normal duty hours, or other forms designated by ICE must be completed in chronological order, without exception. Lines may not be left blank between signatures. If an entire line is used to enter a calendar date to separate individual workdays, a one-line limit for each date entered will be followed. Erasures, obliterations, superimposed, or double entries of any type on any one line are unacceptable and will not be processed for payment. If errors are made in signatures, times, post numbers, or duty status on this form, the next line immediately following the line containing such errors, will be used to record all corrected information. A single line will be drawn through the entire line on which such mistakes appear. The Contractor must attach a detailed memorandum explaining the reasons for the mistakes to each form containing erroneous entries.

4. Rest Periods

When the Contractor, or a contract supervisor, authorizes rest and relief periods for the contractor employees, a substitute officer shall be assigned to the duty location.

5. Work Relief

When the work assignments require that the Contractor's employees do not leave the assigned duty locations until a substitute officer has provided relief, this condition shall be explicitly stated on GSA Form 2580, Guard Post Assignment Record, or other forms designated by ICE COTR. The Contractor shall enforce the procedure without exceptions.

SUBSECTION 3 - TRAINING

Detention Officers shall not perform duties under this contract until they have successfully completed all initial training and the COTR receives written certification from the Contractor. Any remuneration or pay due to the Contractor employee in accordance with U.S. Department of Labor regulations for any training time is the responsibility of the Contractor. Alternative or e-training techniques, unless approved in writing by the CO via the COTR, shall not be used. The training site shall be provided at no additional cost to the Government.

A. General Training Requirements

All employees must have the training described in the most current American Correctional Association (ACA) Standards and in this subsection. Any remuneration (pay) due Contractor employees in accordance with Department of Labor regulations for any training time is the responsibility of the Contractor. The Contractor shall provide the required refresher courses or have an institution acceptable to the COTR to provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.

All new Detention Officers will receive 60 hours of basic training, not to include firearms, and 40 hours of on-the-job training prior to entering on duty. The Contractor's Training Officer will be responsible for administering an on-the-job training program for new employees. A senior Detention Officer, at all times during this latter 40-hour period, must accompany the Detention Officers. The Contractor's Training Officer shall send a copy of the documentation to the COTR upon successful completion of the employee's on-the-job training.

In addition, after completion of the first 100 hours of training, the Contractor has 60 days to complete an additional 40 hours of training. During the remainder of the first year on duty, the officer will have an additional 40 hours of training for a total of 180 hours within the first year of employment. The training program must directly relate to the employee's assigned position and afford application of necessary job skills.

1. Basic Training Subjects

Employees must complete the following list of basic training subjects. The course title is followed by the estimated hours of training for that subject and shall be in accordance with the ACA and ICE Performance Based National Detention Standards.

| | | |
|----|---|-------|
| a. | In-service Orientation/Social Diversity | 2 HRS |
| b. | Counseling Techniques/Suicide Prevention | 2 HRS |
| c. | Conduct/Duties/Ethics and Courtroom Demeanor | 2 HRS |
| d. | Bomb Defense and Threats | 1 HR |
| e. | Telephone Communications/Radio Procedures | 1 HR |
| f. | Annual IT Security Training | 1 HR |
| g. | Fire and other Emergency Procedures | 2 HRS |
| h. | Treatment and Supervision of Detainees | 2 HRS |
| i. | ICE Use of Force Policy | 2 HRS |
| j. | Security Methods/Key Control/Count | 1 HR |
| k. | Procedures/Observational Techniques | 4 HRS |
| l. | EEO/Sexual Harassment | 2 HRS |
| m. | Detainee Escort Techniques | 1 HR |
| n. | ICE Paperwork/Report Writing | 2 HRS |
| o. | Detainee Searches/Detainee Personal Property | 4 HRS |
| p. | Property/Contraband | 2 HRS |
| q. | Detainee Rules and Regulations | 2 HRS |
| r. | First Aid* | 4 HRS |
| s. | Cardiopulmonary Resuscitation (CPR)* | 4 HRS |
| t. | Blood-borne Pathogens* | 2 HRS |
| u. | Self Defense | 8 HRS |
| v. | Use of Restraints | 5 HRS |
| w. | Sexual Abuse/Assault Prevention and Intervention* | 2 HRS |
| x. | National Detention Standards | 2 HRS |
| y. | Firearm Training | ** |

All training shall be conducted in a classroom or on-the-job training environment and shall be in accordance with ACA and National Detention Standards. On-line training is specifically prohibited to meet these requirements, unless approved in writing by the COTR.

* Critical Training Subjects.

** Firearm Training for Detention Officers who are required to provide Armed Transportation shall be in accordance with state licensing requirements. The Contractor shall certify proficiency every quarter.

2. Refresher Training

Every year the Contractor shall conduct 40 hours of Refresher Training for all Detention Officers including Supervisory Detention Officers. Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by ICE.

The Contractor shall coordinate re-certification in CPR and First Aid with the ICE training staff. This training shall be provided at no cost to the Government. Annually, upon completion, the Contractor shall provide documentation of refresher training to the COTR.

In addition to the refresher training requirements for all Detention Officers, supervisors must receive refresher training relating to supervisory duties.

3. On-the-Job Training

After completion of the minimum of 60 hours basic training, all Detention Officers will receive an additional 40 hours of on-the-job training at specific post positions. This training includes:

- a. Authority of supervisors and organizational code of conduct.
- b. General information and special orders.
- c. Security systems operational procedures.

- d. Facility self-protection plan or emergency operational procedures.
- e. Disturbance Control Team training.

4. Training During Initial 60-Day Period

The Contractor shall provide an additional 40 hours of training for Detention Officers within 60 days after completion of first 100 hours of training. The Contractor shall provide the training format and subjects, for approval by the COTR, prior to the commencement of training.

5. Basic First Aid and CPR Training

All members of the Contractor's security staff shall be trained in basic first aid and CPR. They must be able to:

- a. Respond to emergency situations within four minutes.
- b. Perform cardiopulmonary resuscitation (CPR).
- c. Recognize warning signs of impending medical emergencies.
- d. Know how to obtain medical assistance.
- e. Recognize signs and symptoms of mental illness.
- f. Administer medication.
- g. Know the universal precautions for protection against blood-borne diseases.

B. Supervisory Training

All new Supervisory Detention Officers assigned to perform work under this contract must successfully complete a minimum of 40 hours of formal supervisory training provided by the Contractor prior to assuming duties. This training is in addition to mandatory training requirements for Detention Officers. Supervisory training shall include the following management areas:

| | |
|---|-------|
| 1. Techniques for issuing written and verbal orders | 2 HRS |
| 2. Uniform clothing and grooming standards | 1 HR |
| 3. Security Post Inspection procedures | 2 HRS |
| 4. Employee motivation | 1 HR |
| 5. Scheduling and overtime controls | 2 HRS |
| 6. Managerial public relations | 4 HRS |
| 7. Supervision of detainees | 4 HRS |
| 8. Other company policies | 4 HRS |

Additional classes are at the discretion of the Contractor with the approval of the COTR.

The Contractor shall submit documentation to the COTR, to confirm that each supervisor has received basic training as specified in the basic training curriculum.

C. Proficiency Testing

The Contractor shall give each Detention Officer a written examination consisting of at least 25 questions after each classroom-training course is completed. The Contractor may give practical exercises when appropriate. The COTR shall approve the questions before the Contractor can administer the examination. To pass any examination, each officer must achieve a score of 80% or better. The Contractor must provide the COTR with the eligible Detention Officer's completed exam before the Detention Officer may be assigned to duties under the contract. Should an employee fail the written test on the initial attempt, he or she shall be given additional training by the Contractor and be given one additional opportunity to retake the test. If the employee fails to complete and pass the test the second time, the Contractor shall remove the employee from duties on this contract.

D. Certified Instructors

Certified instructors shall conduct all instruction and testing. A state or nationally recognized institution shall certify instructors unless otherwise approved in writing by the COTR. Certifications of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of

training for qualifying personnel as instructors. The COTR must approve the instructor prior to the training course.

E. Training Documentation

The Contractor shall submit a training forecast and lesson plans to the COTR or ICE designee, on a monthly basis, for the following 60-day period. The training forecast shall provide date, time, and location of scheduled training and afford the COTR observation/evaluation opportunity.

The Contractor shall certify and submit the training hours, type of training, date and location of training, and name of the instructor monthly for each employee to the COTR or ICE designee.

SUBSECTION 4 – FACILITY SECURITY AND CONTROL

A. Security and Control (General)

The Contractor shall maintain a copy of ICE post orders for employee review within the areas of assignment, and shall initiate responses to any incidents as outlined in the post orders. The Contractor employees shall write reports of incidents as outlined in the post orders.

The Contractor shall operate and control all designated points of access and egress on the site such as: detainee housing units, pods, barracks, courtrooms, medical facilities, and hold rooms. The Contractor shall inspect all packages carried in or out of site in accordance with ICE procedures. The Contractor shall comply with ICE security plans.

The Contractor shall comply with all ICE Detention Standards pertaining to the security and control of the detention facilities. The Contractor will adhere to local operating procedures within each facility.

B. Unauthorized Access

The Contractor shall detect and detain persons attempting to gain unauthorized access to ICE site(s) identified in this contract.

C. Direct Supervision of Detainees

The Contractor shall provide supervision of all detainees in all areas, including supervision in detainee housing and activity areas, to permit Detention Officers to hear and respond promptly to emergencies. The Contractor shall assign a minimum of one officer to monitor each occupied housing unit. This position is separate from the housing control post.

D. Log Books

The Contractor shall be responsible to complete and document in writing, for each shift, the following information in the logbooks:

1. Activities that have an impact on the detainee population (e.g., detainee counts, shakedowns, detainee movement in and out of the site, and escorts to and from court).
2. Shift activities (e.g., security checks, meals, recreation, religious services, property lockers, medical visits).
3. Entry and exit of persons other than detainees, ICE staff, or Contractor Staff (e.g., attorneys and other visitors).
4. Fire drills and unusual occurrences.

E. Records and Reports

The Contractor shall furnish, on a daily basis, a manifest of all detainees currently detained in the facility. The manifest shall contain the following information for each detainee: "A" File Number (system of numbering supplied by ICE); office receive from; name; date of birth; gender; nationality; date of arrival; number of days the detainee has been in the facility; and type of release, if applicable. The manifest shall be transmitted in a Microsoft Excel format.

The Contractor shall provide monthly status reports to the COTR or ICE designee. Such reports will include a monthly key indicator report, which indicates the key personnel positions of the facility (e.g., position title, name of the employee, vacancies and length of vacancies, dates of service, additional

comments). These monthly reports must be submitted to the COTR or ICE designee by the fifth of each month for the previous month's activities and staffing.

The Contractor shall prepare required orders, instructions, and reports of accidents, security violations, fires, and bomb threats. The reports shall be maintained, on file, concerning all activities in connection with duties and responsibilities for the services performed under this contract. All such records must be kept using a system with a written policy, which allows the reports to be made available to the Government for inspection.

The Contractor shall, at the request of ICE, prepare any special or other reports, or issue further orders and instruction as may be required in support of work within the scope of this contract. The distribution, format, and time elements for these reports shall be directed by Government requirements.

F. Detainee Counts

The Contractor shall monitor detainee movement and physically count detainees as directed in ICE Operations Manual and post orders. (For the ICE Detention Operations Manual, please see <http://www.ice.gov/pi/dro/opsmanual/>) The Contractor shall be responsible for documenting the physical detainee counts in the logbook. The Contractor shall ensure ICE procedures are followed when the physical detainee count does not show all detainees are accounted for. At a minimum, official detainee counts shall take place once per shift or as directed by the COTR or ICE designee. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, control center, and shift supervisor's office and shall be maintained for a minimum of 30 days.

G. Daily Inspections

The Detention Officers shall conduct daily inspections of all security aspects of ICE site. They shall check all bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors, lights, and equipment for operational wear and detainee tampering. The Detention Officers shall also report slippery floor surfaces. This documentation shall be made daily in ICE logbooks and on "Work Request Forms" provided by ICE. Problems discovered during these inspections shall be clearly identified in the documentation.

The Contractor shall also notify the COTR of any abnormalities or problems. The Contractor shall immediately notify the COTR or ICE designee on duty of any physical facility damage. Written documentation of these Inspections shall be submitted to the COTR by the end of the shift.

H. Control of Contraband

The Contractor shall conduct searches for contraband at least once daily, in all areas in which detainees have access. Searches shall be random and unannounced. During the searches, detainee possessions shall be disturbed as little as possible. Contraband items shall be immediately confiscated, logged into the Contraband logbook in accordance with National Detention Standards, and turned over to the ICE Supervisor on duty. The Contractor shall document records of the searches in ICE logbooks and forward a report to the COTR within 24 hours after discovery of the contraband items.

I. Keys and Access Control Devices

The Contractor shall adhere to key control policies, in accordance with ICE National Detention Standards. The Contractor is responsible for all devices issued to them for ICE buildings, gates, and locks. The Contractor shall sign and acknowledge receipt of these devices. The Contractor shall follow ICE procedures that include, but are not limited to, the following:

1. Security keys and access control devices shall not be removed from the site.
2. Notify ICE first line supervisor immediately if a key or locking mechanism is compromised or lost.
3. Emergency keys shall be available in the main control center.

Entrance Access Controls: The Contractor shall operate and enforce the personnel admitting and identification systems, and package inspection procedures in accordance with security guidelines at the protected premises prescribed by ICE National Detention Standards.

The Contractor shall accept registered mail and parcels, in accordance with ICE-approved procedures. The Contractor shall be responsible for the distribution of all received mail and parcels.

J. Control of Chemicals

The Contractor shall adhere to ICE National Detention Standards, ACA, and OSHA established procedures, applicable laws, and regulations governing the storage and inventory of all flammable, toxic, and caustic materials used for janitorial cleaning, laundry maintenance, vehicle maintenance, and other applications.

K. Post Orders

ICE will provide post orders, policies and procedures, and instructions necessary for proper performance at each duty location. The Contractor shall acknowledge the post orders, policies, procedures, and instructions and implement them immediately. Each post will have a separate post order. The Contractor is responsible for compliance with all such orders, policies and procedures, and instructions.

The Contractor shall make post orders available to all Contractor employees. Each Detention Officer shall certify, in writing, that he or she understands and agrees to comply with all post orders, policies and procedures, and instructions prior to being initially assigned to that post. The Contractor shall retain Detention Officer Certifications and make them available to the COTR upon request.

L. Deviation from Prescribed Schedule Assignments

The Contractor is authorized to deviate from the scheduled assignment when unusual conditions or circumstances so demand, and if prior approval is received from the COTR. All deviations shall be recorded in the daily logbook. When the COTR is not available, the Contractor shall notify ICE Supervisor on duty immediately or as soon as is practically possible.

M. Use of Force Policy

ICE restricts the use of physical force by Detention Officers to instances of justifiable self-protection, protection of others, and protection of property and prevention of escapes. Physical force may only be used to the degree necessary to safeguard the well being of the detainee(s) and others in the immediate area. The following policies pertain to use of force:

1. In no case shall physical force be used as punishment or discipline.
2. The Contractor shall adhere to ICE Policy Statement on the use of deadly and non-deadly force to include the use of intermediate and deadly weapons.
3. The responsible Detention Officer(s) shall immediately report all instances of use of physical force to the ICE Supervisor on duty. Prior to leaving his or her shift, the Officer(s) shall prepare a written report and submit it to the Supervisory Detention Officer. The Project Manager shall review, approve, and provide the report to the COTR and ICE Supervisor on duty within 24 hours of the incident.
4. The physical force report shall include:
 - a. An accounting of the events leading to the use of force.
 - b. A precise description of the incident to include date, time, place, type of force used, and reasons for employing force.
 - c. A description of the person (Detention Officers or detainees) who suffered described injuries, if any, and the treatment given.
 - d. A list of all participants and witnesses (Contractor, detainees, and ICE personnel) to incident.

N. Use of Restraints Policy

The Contractor shall comply with ICE written policy and procedures governing the use of restraint equipment. Restraints shall never be applied as punishment for more time than is necessary. Restraints shall be used only as a precaution against escape during transfer to prevent detainee self-injury, injury to others, property damage, or for medical reasons under direction of the Health Authority. Restraints consist of handcuffs, waist restraints, and leg restraints. When directed by the COTR, the Detention Officer may use Government-provided disposable nylon straps in lieu of handcuffs or leg restraints in emergencies, mass arrest situations, or if a detainee's wrists or ankles are too large for conventional restraints. ICE prohibits the Contractor from using all other restraint devices.

O. Intelligence Information

The Contractor shall notify the ICE Supervisor on duty immediately on issues, which could impact the safety, security, and the orderly operation of the facility. The Contractor shall adhere to the requirements contained in the ICE National Detention Standards for Funds and Personal Property.

P. Lost and Found

The Contractor shall log and maintain all lost and found articles and shall report all items to the ICE Supervisor on duty.

Q. Escapes

The Contractor assumes absolute liability for the escape of any detainee in its control. The Contractor shall take all appropriate measures to prevent escapes. The Contractor shall notify the COTR and ICE Supervisor on duty immediately if an escape or an attempted escape has occurred. The Contractor shall provide the COTR with a written report prior to the end of the shift. The Contractor shall be held to the following standards concerning escapes:

1. The Contractor shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document must include reporting requirements for all contractor employees, escorts, supervisors, and management personnel. These procedures must meet the approval of the COTR, be reviewed at least annually, and updated as necessary.
2. Escapes shall be grounds for removing the responsible Contractor employee(s) from duty if the Contractor employee(s) is/are determined by the Contractor or the COTR to be negligent. Notice of removal shall be provided to the Contracting Officer.
4. Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and verbally communicated to the COTR for approval. A written report of the remedial action shall be due to the COTR within 24 hours of an escape or attempted escape.
5. An escape is deemed an egregious violation of any applicable National Detention Standard and subject to an expedited processing of a Contract Discrepancy Report resulting in a deduction or withholding.

R. Detainee Funds, Valuables, and Personal Property

In accordance with ICE Detention Standards, the Contractor will provide for the control and safeguarding of detainees' personal property. This will include: the secure storage and return of funds, valuables, baggage, and other personal property; a procedure for documentation and receipting of surrendered property; and the initial and regularly scheduled inventories of all funds, valuables, and other property.

S. Admission and Release of Detainees

In accordance with ICE Detention Standards, the Contractor will provide for the admitting and releasing of detainees to protect the health, safety, and welfare of each individual. During the admissions process, detainees undergo screening for medical purposes, have their files reviewed for classification purposes, submit to a standard body search, and are personally observed and certified regarding the examination, categorization, inventorying, and safeguarding of all personal belongings. This shall include fingerprinting of detainees. The Government will provide equipment and supplies for all fingerprinting.

T. Detainee Classification

In accordance with ICE National Detention Standards, the Contractor will appropriately classify each detainee prior to placement into a housing unit. The Contractor will periodically re-classify detainees, in accordance with the ICE Detention Standards.

U. Correspondence and Other Mail

In accordance with ICE National Detention Standards, the Contractor will ensure that detainees are able to send and receive correspondence in a timely manner subject to limitations required for the safety, security, and orderly operation of the facility. The Contractor shall distribute detainee mail within 24 hours of its arrival at the facility. The Government will provide postage to all outgoing mail sent by the detainees.

SUBSECTION 5 - DETAINEE RIGHTS, RULES, DISCIPLINE, AND PRIVILEGES

The Contractor shall supervise, observe, and protect detainees from personal abuse, discrimination, corporal punishment, personal injury, property damage, harassment, or violation of detainees' civil rights. Contract personnel shall adhere to ICE policies, procedures, and national detention standards.

In accordance with ICE Detention Standards, the Contractor shall permit detainees to: access the law library, legal materials, facilities, and equipment; have document copy privileges; and have the opportunity to prepare legal documents.

SUBSECTION 6 – DETAINEE WORK DETAILS

The Contractor shall supply sufficient Detention Officers to monitor and control detainee work details. Unless approved by the COTR, these work details must be within the security perimeter. Detainee work details consist of cleaning and other duties as assigned by the COTR. It will be the sole responsibility of ICE to determine whether a detainee will be allowed to perform on voluntary work details and at what classification level. All detainees shall be searched when they are returned from work details.

SUBSECTION 7 – HEALTH, SAFETY, AND EMERGENCY STANDARDS

A. Disturbances and Safety

The Contractor shall comply with ICE written plans, policies, and procedures that specify actions to be followed in emergencies. The Contractor shall ensure that ICE emergency plans and procedures are accessible at all posts. The Contractor shall establish and maintain a Disturbance Control Team in accordance with ICE guidelines. The Contractor shall divert its Detention Officers from their normal duties to control emergencies. Emergency situations include the following: detainee disturbances, taking of hostages, and evacuation of the site including the medical unit, fires, and acts of nature.

The Contractor shall report all criminal activity related to the performance of this contract to the appropriate law enforcement investigative agency and to the COTR. The Government may investigate any incident pertaining to performance of this contract. The Contractor shall cooperate with the Government on all such investigations.

The Contractor shall document disturbances and immediately report all serious incidents to the ICE Supervisor on duty as well as provide a report to the COTR. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods); fence damage; power outages; bomb threats; high profile detainee cases admitted to a hospital; significant environmental problems that impact the facility operations; transportation accidents (airlift, bus, etc.) resulting in injuries, death, or property damage; and sexual assaults.

Pursuant to ICE instructions, the Contractor shall counteract civil disturbances, attempts to commit espionage or sabotage, and other acts that adversely affect the normal site conditions, the security and safety of personnel, property, detainees, and the general public.

B. Evacuation Plan

The Contractor shall comply with the written ICE National Detention Standards regarding evacuation and alternate staging plans for use in the event of a fire or major emergency.

C. Injury, Illness, and Reports

The Contractor shall immediately assist employees, detainees, or others on the premises in need of immediate help or who are injured or ill. Contractor employees shall provide first aid when necessary.

The Contractor shall immediately notify the ICE Supervisor on duty about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person at the site including job-related injuries. If a

detainee requires immediate medical attention, the Detention Officer shall notify the medical provider as well as the ICE Supervisor on duty.

The Contractor shall submit a follow-up written report to the COTR within 24 hours of the occurrence. The Contractor shall cooperate with ICE in reviewing serious incidents. A serious incident means any incident resulting in injury to a detainee, Contractor staff, ICE staff, or property damage.

The Contractor shall submit a monthly injury report summary containing, but not limited to, name, time/date, location, circumstances, care rendered, current status, Worker's Compensation status, and reference to identification of initial report.

D. Protection of Employees

The Contractor shall comply with ICE comprehensive plans and procedures to safeguard employees against exposure of blood borne pathogens. The ICE plan is based upon OSHA standards found in the Employee Occupational Safety and Health (EOSH) Manual.

E. Medical Requests

The Contractor shall adhere to ICE policies and procedures regarding detainee medical requests. If a detainee requires immediate medical attention, the Detention Officer shall immediately notify his or her Supervisor via radio or telephone. The Contractor's Supervisor will, in turn, notify the medical provider as well as the ICE Supervisor on duty.

F. Hospitalization of Detainees

Upon order of the COTR or designated ICE officer, or in an emergency situation, the Contractor shall take custody of and safeguard detainee(s) at a hospital or clinic when the detainee(s) are undergoing medical examination. If the detainee is admitted to the hospital, the detainee will remain in the custody of a contractor employee of the same gender. The contractor employee will remain until relieved by another contractor employee. Twenty-four hour custody shall be maintained, with constant visual observation when practicable. The detainees shall not use the telephones unless the Contractor receives prior approval from the COTR. The contractor employees shall not fraternize with clinic/hospital staff or with casual visitors to the clinic/hospital. Detainee visitation is not permitted at the hospital. To prevent any situation, which could result in a breach of security, requests for visitation while the detainee is in detention, including hospital detention shall be pre-approved by the COTR(s) prior to allowing access to the detainee. The Contractor is obligated to relay messages as requested by the detainee to the COTR.

G. Emergency Medical Evacuation

The Contractor shall comply with ICE written policies and procedures for emergency medical evacuation of detainee(s) from within the facility.

H. Provide for the Special Needs of the Female Detainee Population

If applicable, the Contractor shall provide programs and services to meet the special needs of the female detainee population, including the provision of feminine hygiene products for the female detainee population.

I. Managing Detainee Death or Injury

The Contractor shall comply with ICE National Detention Standards regarding Terminal Illness, Advanced Directives, and Death in the event of a detainee injury or death. In the event of a detainee death, the Contractor shall immediately notify the COTR or ICE designated official and submit a written report within 24 hours. The Contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has been made and file the card in the detainee's file. Personal property of the deceased shall be inventoried and forwarded to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

In the event of a detainee death, the Contractor shall notify the coroner of the local jurisdiction to request a review of the case and if necessary perform an examination of the body.

The Contractor shall establish coroner notification procedures outlining such issues as performance of an autopsy, which will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body.

The Contractor, in coordination with the COTR or ICE-designee, shall ensure the body is turned over to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

J. Sanitation and Hygienic Living Conditions

The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 CFR 1910 and 1926. The Contractor shall comply with all applicable ICE, federal, state and local laws, statutes, regulations, and codes. In the event there is more than one reference to a safety, health, or environment requirement in an applicable, law, standard, code, regulation, or ICE policy, the most stringent requirement shall apply.

SUBSECTION 8 – PROPERTY, EQUIPMENT, AND SUPPLIES

A. General

The Contractor personnel shall not permit any Government property to be taken away or removed from the premises.

The Contractor shall enact practices to safeguard and protect Government property against abuse, loss, or any other such incidents. Government property shall be used only for official business.

All Government property furnished under this contract shall remain property of the Government throughout the contract term. ICE shall maintain a written inventory of all Government property issued to the Contractor for performance hereunder. Upon expiration of this contract, the Contractor shall render a written accounting to the COTR of all such property. The Contractor shall assume all risk, and shall be responsible for any damage to or loss of Government furnished property used by Contractor employees. Normal wear and tear will be allowed.

The Contractor, upon expiration of services, shall immediately transfer to the COTR, any and all Government property in its possession or in the possession of any individuals or organizations under its control, except as otherwise provided for in this contract. The Contractor shall cooperate fully in transferring property to the successor Contractor. The Government shall withhold final payment until adjustments are made for any lost property.

B. Facility, Equipment, Materials, Supplies, and Instructions Furnished by the Government

The Government will furnish the following property at no cost to the Contractor:

1. Government owned buildings, structures, or office space for the administration of the contract.
2. All equipment used for processing detainees.
3. Copies of the detention standards cited in the PWS and one copy of all pertinent operational manuals prior to starting work under the contract. The Contractor shall be responsible to duplicate these standards for Contractor employees.
4. Post orders at each duty post location and instructions for emergency procedures instructions shall not be removed from the designated post or from the Government site, nor shall they be reproduced or copied in any manner unless the COTR authorizes it in writing. The Contractor's employees shall read and become familiar with the emergency instructions and procedures.
5. Administrative forms, Equal Employment Opportunity, Occupational Safety and Health Administration, Service Contract Act, and Drug Free Posters as required in this contract. As applicable Department of Homeland Security (DHS) work orders will be issued to the Contractor via DHS Form I-203, Order to Detain or Release Alien.

C. Equipment, Materials, and Supplies Furnished by the Contractor

In addition to other items listed in the PWS, the Contractor shall furnish, install, operate, and maintain in acceptable condition all equipment and supplies necessary for performance under this contract including, but not limited to, the following:

1. Office telephones and services, copying machines, fax machines, computer equipment, and typewriters necessary for performing the contract. The Contractor is responsible for installation of conduit and data lines, if necessary.
2. Detention Officers' uniform and equipment but not limited to mini-mag, or comparable size operational flashlight with batteries, belt holder, metal handcuffs and handcuff carrying case in accordance with ICE

National Detention Standards for the performance of this contract. Inclement weather apparel appropriate to local conditions.

3. Fully operational communication equipment compatible with ICE communication equipment for each Detention Officer (including relief officers) on duty shall possess a radio. The Contractor's radios shall be compatible with ICE communication equipment, the Motorola XTS3000, Motorola XTS5000 or equivalent to that has direct and immediate contact with all transportation vehicles and post assignments. Contractor shall maintain a serviceable, in stock, back up quantity of radios that is 50 percent of the number of radios required by the Detention Officers.
4. Fully operational personnel protection equipment (PPE) that meets universal protection requirements shall include, but is not limited to, gloves, face masks, ear and eye protection, and civil disturbance-type equipment.
5. Only contractor-issued equipment is allowed in the performance of this contract.

D. Firearms for Armed Detention Services Furnished by Contractor

1. The contractor shall provide new firearms and maintain sufficient licensed firearms and ammunition to equip each armed Detention Officer and armed supervisor(s) with a licensed weapon while on duty. Firearms maybe re-issued to new replacement employees throughout the life of the contract as long as the firearm is in serviceable condition.
2. Personal firearms shall not be used. Only contractor-issued equipment is allowed in the performance of this contract. A licensed gunsmith, in writing, shall certify all firearms safe and accurate.
3. Firearms shall be standard police service-type, semi-automatic capable of firing hollow-point ammunition that meets the recommendations of the firearm manufacturer. Ammunition will be factory load only – no reloads. Ammunition will be replaced every year.
4. The Contractor shall provide sufficient ammunition for each armed Detention Officer, including uniformed contract supervisor(s); they shall be issued three full magazines.
5. The Contractor shall account for all firearms and ammunition daily.
6. If any weapons or ammunition are missing from the inventory, the COTR shall be notified immediately.
7. All firearms shall be licensed by the State.
8. Firearms will be inspected by Contractor. This shall be documented by the Project Manager.
9. Loading, unloading, and cleaning of the firearms shall only take place in designated areas.
10. Firearms shall be cleaned and oiled as appropriate to ensure optimum operating conditions.
11. Firearms shall be carried with the safety on, if applicable, with a round in the chamber.
12. The Contractor shall maintain appropriate and ample supplies of firearms' upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes, patches, and other normal maintenance tools).
13. The Contractor shall provide a complete listing of licensed firearms by serial numbers and by each safe location to the COTR prior to beginning performance under this contract.
14. These lists shall be kept current through the terms of the contract and posted in the firearms' safes.
15. The Contractor shall obtain and maintain on file appropriate State and municipality permits and weapons permit for each officer.
16. A copy of this permit shall be provided to the COTR at least three working days prior to the anticipated assignment date of any individual.
17. The Contractor shall ensure that his/her employees have all permits/licenses in their possession at all times while on Government premises.
18. The Contractor shall provide safes/vaults for storage of firearms and ammunition, for each location where firearms are issued or exchanged, which meet agency requirements and are approved for the storage of firearms and ammunition. The Contractor shall obtain approval from the COTR of all safes/vaults prior to usage.
19. Contract supervisors and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register.
20. Except when issuing or returning ammunition or firearms, each safe/vault shall remain locked at all times.

21. The Contractor shall be responsible for having the combination of each safe/vault changed at least once every six months, or more often if circumstances warrant.
22. The Contractor certifies firearms training as required by the COTR and the ICE Senior Firearms Instructor.
23. The Contractor shall certify that all armed guards pass the firearms proficiency every quarter.
24. The Contractor shall provide ICE-approved intermediate weapon(s).

E. Body Armor

1. The Contractor shall provide body armor to all armed Detention Officers and armed Supervisor(s).
2. Body armor shall be worn while on armed duty.
3. The use of personally-owned body armor is not authorized. Only contractor issued body armor are allowed in the performance of this contract.
4. The body armor shall meet all requirements as set forth in the ICE Body Armor Policy.
5. The Contractor shall procure replacement body armor if the body armor becomes unserviceable, ill-fitting, worn/damaged, or at the expiration of service life.
6. All armed Detention Officers and armed supervisors need to be made aware of the health risks associated with the wearing of body armor in high heat/high humidity conditions and or during strenuous exertion. When Detention Officers and supervisors are required to wear body armor, they shall be provided opportunities to re-hydrate and remove the body armor as necessary.

F. Detainee Telephone System (DTS)

The ICE designated DTS-IV vendor will be the exclusive provider of detainee telephones for this Government-owned facility. The DTS-IV contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS-IV provider shall be responsible for furnishing all inventory and supply of prepaid debit cards to the Contractor. The DTS-IV provider shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS-IV, and the maintenance and operation of the system. The Contractor will not be entitled to any commissions, fees, or revenues generated by the use of the DTS-IV or the detainee telephones.

The Contractor shall inspect telephones for serviceability, in accordance with ICE policies and procedures. The Contractor will notify the COTR or ICE designees of any inoperable telephones.

III. PERFORMANCE WORK STATEMENT FOR FOOD SERVICE

A. SCOPE

The objective to this subpart of the contract is to obtain the complete range of full food service operations.

The Contractor shall provide all personnel, supervision, and items and services necessary to perform full food service (including satellite meals and/or sack lunches) at the specified locations, except those specified as Government furnished property or services in this PWS. Contractor tasks include, but are not limited to, the following: menu planning; ordering food and supplies; receipt, storage, inventory and record keeping; food preparation; meal service; dining facility management; cleaning facilities, equipment, and utensils; maintaining quality control; ensuring operator level maintenance and cleaning; and in the event of a contingency (see para. 3.5.1), perform all required tasks to include continued service.

The Contractor shall use any and all approaches, within the constraints of the contract, to effectively and efficiently accomplish the requirements of this PWS in a timely manner, at reasonable cost and maintain American Correctional Association (ACA) compliance and certification.

B. APPLICABLE DIRECTIVES

The Contractor shall adhere to the following documents in accordance with paragraph 3.0, Performance Requirements. The requirements of the ACA standards are controlling. If there is a conflict between the ACA Standards and local requirements, the ACA standards shall prevail.

| Document Type | No./Version | Title | Location |
|---|--|---------------------------------------|--|
| American Correctional Association (ACA) Manual | 4th Edition, Part IV. Care 3-ADLF-4C-01 through 4C-16 3-ALDF-3A-21 through 3A-22 | Adult Local Detention Facility (ALDF) | www.aca.org/standards// |
| ALDF Performance Standard: Food Service | 4 th Edition, Part IV. Care pg 41-45 | ALDF | www.aca.org/standards// |
| Detention Operations Manual, also known as the National Detention Standards | Detainee Services Chapter 7 Dated September 20, 2000 | Food Service | www.ice.gov/pi/dro/opsmanual |
| USPHS Food Code Manual | 1995 Public Health Service Publication No, (FDA) 78-2091 | Vending of Food and Beverage | www.cfsan.fda.gov/~dms/fc05-toc.html |
| Local Standard | Florence SPC | Food Service | Florence SPC |

C. PERFORMANCE REQUIREMENTS

The Contractor shall provide the full range of food service operations described below. The Contractor shall provide the necessary timely assistance to meet emergent requirements as requested by the Field Office Director (FOD) or COTR.

1. Menu Planning

The Contractor shall develop regular main line menus for a 35-day standard menu cycle and substantially follow the planned menus. Menus must be 3000 plus calories for an adult male who receives recreational activities of one hour a day. A dietitian must certify the menus annually and review the menus semi-annually, ensuring no massive changes were made during these periods. The semi-annual review must be documented in writing and submitted to the COTR for filing. The Contractor shall consider the ethnic diversity of the facility's detainee population when developing menu cycles. All menus must be submitted to the FOD or designee monthly. The planning and preparation of all meals shall take into consideration food flavor, texture, temperature, and appearance, as well as religious and medical dietary considerations. The Contractor shall develop a "common fare" menu for a 14-day menu cycle to accommodate detainees whose religious dietary needs cannot be met on the main line. The menus are often developed in coordination with chaplains and/or dieticians who provide religious schedules and medical/dietary guidance. Common fare menus also include special menus for the 10 federal holidays. All menus shall satisfy DRO standards and be approved by a certified dietitian.

2. Subsistence Ordering, Receipt, Storage, Inventory and Accountability

The Contractor shall establish requirements for subsistence based on the approved menus and place orders for the food and non-food items used in food service through the Defense Logistics Agency and other authorized vendors. Standard food items shall be ordered weekly. Perishable food items subject to spoilage shall be ordered more frequently.

The Contractor shall receive and account for all delivered food items. The Contractor shall visually inspect the food items received for deterioration or damage and physically check temperatures on all refrigerated and frozen foods. Receiving personnel shall reject all food items that appear damaged or not delivered at the proper temperature.

The Contractor shall place the date of receipt on the packaging and store items in the stockroom upon receipt using the First-In First-Out (FIFO) process. Stored shelf goods shall be maintained at 45 degrees to 80 degrees Fahrenheit, refrigerated foods at 35 degrees to 40 degrees Fahrenheit, and frozen foods at 0 degrees Fahrenheit or below, unless Federal or state health codes specify otherwise.

3. Food Preparation

The Contractor shall obtain foods from the storeroom for each meal and follow the food preparation guidelines. It is recommended that the Contractor use the recipes contained in the Armed Forces World Wide Recipe System. The Contractor shall progressively prepare food items to ensure optimum freshness, flavor, color, texture and nutritional value. Meals shall be prepared, delivered, and served under staff supervision.

Food service workers shall thoroughly wash fruits and vegetables with fresh water before cooking or serving raw.

The Contractor shall taste test all prepared food items with a clean fork or spoon only. Use of a food preparation utensil awaiting washing is prohibited. All taste testing utensils used, unless disposable, must be washed and sanitized after each use.

The Contractor shall cook and serve all food items at the proper temperature to avert any food safety hazard. A temperature test shall be performed and recorded at each meal.

The Contractor shall ensure that all foods are thawed properly.

The Contractor shall ensure that all food items are protected to prevent contamination from dust, insects, rodents, unclean utensils and work surfaces, unnecessary handling, coughs and sneezes, flooding, draining, overhead leakage, and other sources of contamination.

The Contractor shall not use, or serve, any canned food that has abnormal color, taste, or appearance; has passed its expiration date; or which is contained in cans that show abnormalities such as bulging at ends, swelling, or leakage.

The Contractor shall control food preparation in such a manner as to limit leftovers and waste.

The Contractor shall prepare and serve therapeutic diets to detainees according to the orders of the treating clinician or as directed by the responsible health authority official. Prescriptions for therapeutic diets will be specific and complete, furnished in writing to the food service contract manager, and reissued quarterly, as necessary. Therapeutic diets will be kept as simple as possible and should conform as closely as possible to the foods served other detainees. Pregnant women shall only be given therapeutic diets when prescribed by medical authorities. The Contractor shall maintain a therapeutic diet manual in the food services areas for reference and information.

The Contractor shall prepare and serve special diets to detainees according to the written orders of the facility chaplain when required. Written orders for special diets due to adherence to religious dietary laws shall be furnished to the food service contract manager by the facility chaplain and reissued quarterly, as necessary. Special diets shall be kept as simple as possible and should conform as closely as possible to the foods served other detainees. The Contractor shall maintain a special diet roster which indicates the names of the detainees who require special diet meals, and it shall be annotated when they receive the special approved meals.

4. Meal Service

The Contractor shall serve three meals a day, including at least two hot meals, provided at regular times during each 24-hour period. There shall be no more than 14 hours between the evening meal and breakfast. Variations may be allowed, based on weekend and holiday food service demands and emergencies, provided basic nutritional goals are met and the FOD or designee has granted approval. The Performance Requirement Summary (PRS) provides the estimated number of meals. The PRS will be issued as an Amendment to the solicitation.

The Contractor shall clean and clear dining room tables to ensure a neat, clean appearance at all times. Clear, clean, and sanitize surfaces using solutions meeting American Correctional Associations Standards for dining room tables, chairs, or benches at a rate sufficient to ensure tables are cleared and cleaned following each setting.

5. Meal Service – Satellite Service

The Contractor shall provide meals away from the dining facilities as directed by the FOD or designee. The representative assigned to pick up the satellite service meals shall be required to sign for meals received and this documentation shall be maintained. The Government representative will be responsible for returning all non-expendable equipment and service ware furnished with these meals. If the property is not returned, the Contractor shall contact the FOD or designee for its return or to reduce the Contractor's inventory accordingly. The Performance Requirement Summary (PRS) will provide the estimated number of meals and will be submitted as an Amendment to this solicitation.

6. Meal Service – Emergency Contingency Plans

The Contractor shall provide emergency and evacuation food service support in accordance with the local detention center's emergency plans. In emergency situations, the food service department shall be required to prepare one or more sack lunches for each detainee being evacuated and may require one or more cooks to travel and support the evacuation operation. During emergencies, such as escapes, the Contractor shall be responsible for the shut down of the kitchen, which includes tool inventories, and may be required to provide satellite feeding if detainees are returned to the dorms.

7. Air Flight Meals

The Contractor shall prepare air flight meals in accordance with direction from the FOD or designee.

8. Cleaning and Sanitation

The Contractor shall comply with sanitation requirements of the FDA Food Code and state and local laws/regulations, which result in a satisfactory or better rating in Health Inspections. The Contractor shall inspect the food service facility daily, maintain a food service inspection log and submit it to the FOD or designee weekly, in accordance with COTR instructions.

The Contractor shall insure that all persons involved in the preparation of the food receive a pre-assignment medical examination and periodic re-examination to ensure freedom from illnesses and communicable diseases.

The Contractor shall insure that all food handlers are instructed to wash their hands on reporting to duty and after using toilet facilities and that all persons working in food service are monitored each day for health and cleanliness by the food service supervisor or designee. Food service personnel shall wear gloves whenever ready-to-eat foods are being prepared or served.

The Contractor shall ensure that both the external and internal areas of operation are clean and sanitary in accordance with the regulations listed in paragraph 2.0 of this PWS. These areas include, but are not limited to, kitchen areas, dining hall, and restroom facilities.

The Contractor shall assure that the floor is free of debris and liquids. Proper safety guidelines shall be adhered to at all times. Signs shall be placed to notify patrons of hazardous floor conditions when floors are being mopped or waxed.

The Contractor shall spot check lavatories during meal times to ensure tidiness and that supplies are available. Proper cleaning removes all deposits, stains, and foreign matter, including those under fixture edges, lips, and on all exposed surfaces. Cleaning supplies and materials used for lavatory cleaning shall be marked and maintained separately from kitchen cleaning supplies. Cleaning shall be done as needed, which could be several times a day, depending on use.

The Contractor shall clean and sanitize all dishes, pots, and pans, cooking equipment and surfaces.

Trash removal from designated areas is considered to be a Government furnished service. The Contractor shall be responsible for the removal of trash from the food service department to the designated areas.

The Contractor shall be responsible for recycling in accordance with the local detention center guidelines. Designated recycling containers shall be provided and the FOD or designee will give guidance on the recycling program, such as the placement of bins and storage locations.

The Contractor shall develop, monitor and maintain an inventory list of all chemicals used for cleaning the facility.

9. Pest Control

Pest Control services will be a Government furnished service. The Contractor shall immediately report all pest sightings or concerns to the FOD or designee.

The Contractor shall take whatever action is appropriate to ensure that the immediate pest control situation does not impact the food service process.

10. Keys, Knife and Tool Control

The Contractor shall develop and implement a written policy to ensure that all keys, both Class A and Class B tools, and knives are properly controlled and secured in accordance with ACA Standard 3-ALDF-3A-22 and the Detention Operations Manual, Chapter 7 Food Service Part III (B), paragraphs 1 through 3. All can lids shall be disposed of in a safe and secure manner in accordance with the direction of the FOD or designee. Tools issued are secured and accounted for at every meal. The Contractor shall search for lost tools, utensils, etc., and provide a written report of loss. As soon as it is determined that tools are missing, the Contractor shall report immediately to the Supervisory Detention Officer and designated ICE official on duty.

A. Food Service Accounting

The Contractor shall use standard accounting procedures, including inventory practices, and shall document all food received, issued and transferred between facilities. Food service budgeting, purchasing and accounting practices include, but are not limited to, the following systems:

- Food expenditure cost accounting designed to determine monthly cost per meal per detainee.
- Estimation of food service requirements
- Responsiveness to detainee eating preferences
- Refrigeration of food, with specific storage periods

The Contractor shall maintain accurate records of all meals served. Records shall show the number of meals served to detainees, employees, and staff, and meals served off-site including sack lunches and Justice Prisoner and Alien Transport Services (JPATS) meals on a daily and monthly basis.

The Contractor shall account for all non-edible supply usage and provide a monthly report to the FOD or designee.

D. EQUIPMENT MAINTENANCE, REPAIR, AND INVENTORY

The Government will provide all equipment maintenance and repair except that the Contractor shall be responsible for any maintenance or repair of equipment that result from Contractor negligence, loss or mistreatment.

The Contractor shall notify the FOD or designee of any equipment needing maintenance, repair or replacement.

The Contractor shall provide an inventory of all Government furnished equipment to the FOD or designee annually.

E. CONTRACTOR PERSONNEL

The Contractor shall provide a full-time on-site manager at each facility who shall be responsible for the performance of the work. This person, and an alternate or alternates, shall act for the Contractor when the manager is absent, and shall be designated in writing to the COTR. The on-site manager or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operations. The manager or alternate shall be available at all times to meet at the facility with Government personnel designated by the COTR to discuss problem areas. After normal duty hours, the manager or designated alternate shall be available within one hour after notification. The manager or alternate must be fluent in reading, writing, speaking and understanding English. The manager or alternate shall be experienced in institutional food service management.

The Contractor shall provide a full-time, institutional cook supervisor during each shift that shall be responsible for supervising the entire food operation. The name of this person, and an alternate or alternates, shall be designated in writing to the COTR.

The Contractor shall employ sufficient qualified personnel to ensure prompt, professional and efficient service at all times. The contractor shall provide a weekly work assignment schedule for all employees to the COTR for review and record keeping.

Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees. The Contractor shall provide uniforms, identification badges and non-slip safety shoes, as needed, to all employees. The uniforms and footwear (safety shoes) are subject to approval by the Field Office Director (FOD) or designated representative during the transition period.

The Contractor shall obtain personal identification passes for all employees and vehicle passes for all Contractor and personal vehicles (as required) for entrance on to the facility. Vehicle registration, proof of insurance and a valid driver's license must be presented for all vehicles to be registered.

The Contractor shall provide the necessary training to its food service personnel, maintain records of all training on-site and have the records available for Government review. In addition, Contractor employees shall receive the Government furnished training listed below. Certification of training shall be provided to the food service contract manager within 30 days of completion of training for inclusion in the contract file.

All Contractor personnel shall attend at least 40 hours of American Correctional Association training upon assignment to this contract, with at least 32 hours of refresher training per year. The Government will provide this training.

All Contractor personnel must complete annual training in CPR and First Aid at no additional cost to the Government. Contractor personnel must attend any other training required by the DHS, ICE, or local detention center. All Contractor employees shall be trained in the safety procedures for the use of all equipment in the facility's food service department.

F. FOOD SERVICE TRAINING

The following food service training must be conducted based on the ICE/DRO PBNDS and ACA Policies:

Food Service Contractor must provide staff with (40) hours of institutional training on the below subjects. Training must be conducted on or offsite to include OJT by a qualified individual(s). Training must be documented and must comply with ACA Standards. All required training documentation must be forward to COTR as required.

| | |
|--|-------|
| Food Preparations | 2 hrs |
| Menu Planning w/ Nutritional Analysis | 2 hrs |
| Food Temperature Controls | 2 hrs |
| Sanitation and Safety Guidelines | 3 hrs |
| Receiving & Storing Food Items from Deliveries | 2 hrs |
| Custody and Security | 2 hrs |
| Key Control | 2 hrs |
| Detainee Communications | 3 hrs |
| Detainee Health Screening | 2 hrs |
| Detainee Training in Food Service | 2 hrs |
| Equipment Operations and Sanitation | 2 hrs |
| Equipment Storage | 2 hrs |
| Refrigeration Operations and Storage | 2 hrs |
| Knives and Tool Control | 2 hrs |
| Hazardous Material Control | 2 hrs |
| Therapeutic Diets/Special Diets | 4 hrs |
| Religious Diets | 2 hrs |
| Fire Safety | 2 hrs |

G. HOURS OF OPERATION

The Contractor shall maintain operating hours of 4:00 a.m. to 8:00 p.m. at the dining facility. The dining facility is open 365 days a year.

During certain religious holidays, such as Ramadan and Passover, meals may be required at certain specified times for those celebrating those holidays. Each facility's chaplain will provide the number of meals, the specific dates and times of day for serving, and any other information needed for these special diet occasions.

The Contractor is advised that certain guests, inspection teams and other operational commitments require additional Contractor support in such areas as sanitation and general appearance. (This is estimated at 24 times per year). The Contractor is advised that civic groups are authorized to use the dining facility upon permission of the FOD or designee.

The Contractor is advised that various operations such as contingencies may increase workload.

H. QUALITY CONTROL PROGRAM

The Contractor shall establish a quality control program, which shall encompass all aspects of the contract. The Contractor shall implement the quality control program in accordance with their Quality Control Plan (QCP).

The Contractor shall provide an overall Quality Control Plan (QCP) that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Contractor shall periodically review and update the QCP policies and procedures on an annual basis. The Contractor shall audit facility operations monthly for compliance with the QCP. The Contractor shall notify the Government 48 hours in advance of the audit to ensure the COTR is available to participate. The Contractor's QCP shall identify deficiencies, appropriate corrective action(s), and timely implementation plan(s) to the COTR.

If the Contractor proposes changes in the QCP after contract award, the Contractor shall submit them to the COTR for review. If the COTR concurs with the changes, the COTR shall submit the changes to the CO. The CO may modify the contract to include these changes.

I. DELIVERABLES

The Contractor shall submit reports and documentation as identified in Section J Attachment 6. Deliverables shall be submitted daily, weekly, monthly, quarterly, and annually in accordance with COTR instructions. The Contractor shall provide deliverables in accordance with the agency specified reporting requirements. Such reports, documentation and responses shall be coordinated through the FOD or designee. The Contractor shall maintain a copy of all deliverables until the contract is closed out.

J. GENERAL INFORMATION

Contractor personnel who work in the dining facility may purchase food and beverages from the dining facility at the rate established for facility staff members. The food and beverages are to be consumed in the facility, before or after their assigned shifts, or on their breaks. Meals purchased by employees shall not count as meals served for contract payment purposes.

Contractor employees shall not bring subsistence items into the facility for sale to detainees or as gifts for detainees or for personal preparation using Government equipment. Employees shall not remove subsistence of any kind from the facility.

The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the end of each work shift, all Government facilities, equipment and materials shall be accounted for and secured.

Except for those items or services specifically stated as Government-furnished or Government reimbursed, the Contractor shall furnish everything required to perform this contract.

Contractor employee contact with the detainee population shall be maintained at a professional level at all times. Contractor employees shall avoid any personal contact with individual detainees. Inappropriate contact shall become grounds for dismissal.

The Contractor shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe; strikes; or of failure or breakdown of transmission or other facilities. If any such failure, etc., occurs for more than 48 hours during any billing period hereunder, an equitable adjustment will be made in the monthly billing specified.

Use of Detainee Food Service Workers

The Detainee Voluntary Work Program will be provided as a Government furnished service for Contractor use. The Government cannot guarantee that workers will be available in sufficient quantities for any given period. The Performance Requirement Summary (PRS) lists the history of average detainee workers used. Although the average

stay of a detainee worker varies from center to center, many detainee stays are less than a month. The PRS will be issued as an Amendment to the Solicitation.

If Detainee workers are used, the Contractor personnel must submit the Detainee screening form to the FOD or designee. Once hired, the Contractor shall train the newly assigned detainee workers in the rules and procedures of the food service department. Training shall include the explanation and demonstration of safe work practices and methods, and identify the safety features of individual products/pieces of equipment. Training shall also include workplace hard recognition deterrence, including the safe handling of hazardous materials. Detainees shall learn to use and understand protective devices and clothing, and to report any malfunctions or other safety-related problems to their supervisors. The Food Service/Administrator shall document and maintain records of all training conducted.

The Contractor shall notify the FOD or designee of any confirmed acts of wrongdoing by any of its detainee employees. The Government reserves the right to direct the immediate replacement of said employee.

K. SECURITY REQUIREMENT

The Contractor shall become familiar with and follow the food service security policy at the site. The Contractor shall brief all of its employees on the security policy. US citizenship is required and all employees shall pass security screening before beginning work at the Florence SPC.

L. PERFORMANCE REQUIREMENTS

The Contractor's performance will be evaluated based on how well the following performance requirements have been met, not met, or exceeded. The Performance Requirements Summary (PRS) lists the performance requirements, performance objectives, performance standards, acceptable quality levels, surveillance methods and incentives. The PRS will be issued as an Amendment to the Solicitation.

1. **Services:** Whether the Contractor has provided all services outlined in Section 3.0, and whether those services meet or exceed the standards identified in the applicable directives listed in Section 2.0.
2. **Deliverables:** Whether the Contractor has provided all deliverables listed in Section 8.0 on time, complete, and free of errors.
3. **Management & Oversight:** Whether the Contractor has managed the contract professionally, effectively and efficiently, and with successful and timely responses to the refinement and integration of plans, best business practice, capabilities, requirements, and problem resolutions.

SECTION D - PACKAGING AND MARKING

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SECTION E - INSPECTION AND ACCEPTANCE

52.246-4 Inspection of Services - Fixed-Price (AUG 1996)

- (a) *Definition:* Services, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may -
 - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may -
 - (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
 - (2) Terminate the contract for default.

E.1 - INSPECTION BY THE GOVERNMENT

The Government has the right to inspect the posts manned by the Contractor's personnel. The COTR will note deficiencies and refer them to the Contractor for corrective action. After taking corrective action, the Contractor shall inform the COTR in writing.

The Government shall have the right to inspect all services and work that is performed by the Contractor. The Government has the right to review, collect, or seize documents, materials, logs, books, reports, and equipment. The Government has the right to test equipment and tools used by the Contractor, or its employees. The Government shall not unduly disrupt or delay Contractor work when inspecting.

E.2 - METHODOLOGY TO BE USED TO MONITOR THE CONTRACTOR'S PERFORMANCE

100 Percent Inspection: This is the most appropriate method for tasks with stringent performance requirements, e.g., where safety or health is a concern. With this method, performance is inspected and evaluated at each occurrence.

Random Sampling: This is the most appropriate method for frequently recurring tasks. With random sampling, services are sampled sporadically to determine if the level of performance is acceptable.

Planned Inspection: This method is appropriate to evaluate tasks at a set time.

Customer Complaint: This method is based on subjective opinions regarding performance standards and includes data elements necessary to begin an investigation. Any required service can have a valid Customer Compliant as an alternative method of surveillance.

E.3 - CUSTOMER COMPLAINT

All Customer Complaints will be reviewed by the COTR. The COTR shall verify the performance and determine the validity of the compliant. The COTR will notify the Project Manager of the customer compliant, annotating the time of the notification on the Customer Compliant. The Project Manager will respond in writing to the COTR within two (2) working days of notification.

SECTION F - DELIVERIES OR PERFORMANCE

52.242-15 Stop-Work Order (AUG 1989)

52.242-17 Government Delay of Work (APR 1984)

F-1 - PERIOD OF PERFORMANCE

The period of performance for the Base Year shall commence upon the start date specified in the Notice to Proceed and continues for a period of twelve (12) months with four (4) one-year options.

Base Year: July 1, 2009 – June 30, 2010
 Option Year 1: July 1, 2010 – June 30, 2011
 Option Year 2: July 1, 2011 – June 30, 2012
 Option Year 3: July 1, 2012 – June 30, 2013
 Option Year 4: July 1, 2013 – June 30, 2014

F.2 - NOTICE TO THE GOVERNMENT OF DELAYS

If the Contractor has difficulty or anticipates difficulty meeting performance requirements, the Contractor shall immediately notify the Contracting Officer and the COTR in writing. The Contractor shall give pertinent details. This data is information only. The Government receipt of this information shall not be construed as Government waiver of any delivery schedule, rights or remedies provided by law or under this contract.

F.3 - DELIVERABLES OF WRITTEN DOCUMENTATION

Written documentation and/or deliverables must be submitted as prescribed in Section J-Attachments 5 and 6.

F.4 - REPORTING REQUIREMENTS

The Contractor shall prepare and submit a Monthly Status Report concurrently with each invoice presented for payment (both to the COTR and the CO copy). The report shall cover the term for which the invoice is submitted and shall list by site any significant events that occurred during the reporting period with respect to the accomplishments of the tasks, a summary of what work was accomplished, problems and resolutions (address problem areas, results obtained relating to previously identified problem areas, and recommendations involving impact on technical, price and scheduling).

F.5 - MONETARY ADJUSTMENTS FOR UNSATISFACTORY AND NON PERFORMANCE OF REQUIRED STANDARDS

ICE will develop a Quality Assurance Surveillance Plan (QASP), which sets forth the procedures and guidelines that ICE will use to inspect the technical performance of the Contractor. The QASP will be issued as a modification to the contract awardee. It presents the potential withholdings and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

1. Define the roles and responsibilities of participating Government officials.
2. Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
3. Describe the process of performance documentation

F.6 - REPORT CARDS ON CONTRACTOR PERFORMANCE

Contractor performance information is relevant for award of future Government contracts. Performance information includes such things as a Contractor's ability to conform to contract requirements and specifications, adherence to contract schedules, commitment to customer satisfaction.

Federal agencies are required to evaluate Contractor performance. The Government completes and forwards the Contractor performance evaluation to the Contractor for review within 30 calendar days at the end of each period of performance or contract year. The Contractor has 30 days to make comments, rebut the statements, or add information that will be made part of the official record. Contractor performance evaluations shall be available to contracting personnel of other Federal agencies to make responsibility determinations on future contract actions.

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 - CONTRACT ADMINISTRATION OFFICE

Department of Homeland Security
 Immigration & Customs Enforcement
 Office of Acquisition Management
 Detention Management - Laguna
 24000 Avila Road, (b)(6)-(b)(7)(C)
 Laguna Niguel, CA 92677-3401

G-1.1 – CONTRACTING OFFICER’S AUTHORITY

The **Contracting Officer** is the only person authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, including any change beyond the scope of authority given to the duly authorized Contracting Officer’s Representative identified in the contract, the change will be considered to have been made without authority and no adjustment will be made in the contract cost to cover any increase in charges incurred as a result thereof. The Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing this contract in accordance with its terms and condition. The Contracting Officer may execute contract modifications de-obligating unexpended DHS/ICE dollar balances considered excess to known contracting requirements.

All modifications and/or changes to this contract must be in writing, signed and approved by the Contracting Officer.

G-2 - CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVES (COTR(s))

- a. The Contracting Officer’s Technical Representatives (COTR(s)) below are designated to coordinate the technical aspects of this contract and inspect items/services/invoices furnished hereunder; however, he/she shall not be authorized to change any terms and conditions of the resultant contract, including price.
- b. The COTRs are authorized to certify (but not to reject or deny) invoices for payment in accordance with Item G-3. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.
- c. The Contracting Officer Representatives are:

TBD (Primary)
 TBD (Secondary)
 Immigration & Customs Enforcement, DRO
 Florence Service Processing Center
 3250 N. Pinal Parkway Avenue
 Florence, AZ 85232-9459

The COTR(s) are responsible for monitoring the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order or other matter deviating from the terms and conditions of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer. The COTR(s) may give technical direction to the Contractor that fills in details, requires pursuit of certain lines of inquiry or otherwise serves to facilitate the Contractor’s compliance with the contract.

To be valid, technical direction by the COTR(s):

Must be consistent with the general scope of work set forth the in this contract.

May not constitute new assignment of work nor change the expressed terms, conditions or specifications of this contract, and

Shall not constitute a basis for any increase in the contract’s estimated cost or extension to the contract or period of performance.

In the event any Government technical direction is interpreted by the Contractor to fall within the clause of this contract entitled 'CHANGES' (FAR 52.243-1 Alternate 1), the Contractor shall not implement such direction but shall notify the Contracting Officer in writing of such interpretation within ten (10) working days after the contractor's receipt of such direction.

If after reviewing the information presented by the Contractor, the Contracting Officer is of the opinion that such direction is within the purview of the "Changes" clause and considers such change desirable, a unilateral direction will be issued to the contractor to proceed pursuant to the authority granted in that clause.

In the event a determination is made that it is necessary to avoid a delay in performance of the contract, the Contracting Officer may direct the contractor to proceed with the implementation of the technical direction pending receipt of the information to be submitted by the contractor. Should the Contracting Officer later determine that a change direction is appropriate; the written direction issued hereunder shall constitute the required change direction.

G-3 - SUBMISSION OF INVOICES/VOUCHERS FOR PAYMENT OF SERVICES

ICE shall pay for accepted services rendered under this contract. When invoicing on a monthly basis, the Contractor shall include the required information with the actual number of bed days performed at the agreed contract price. Contract Number and/or Task Order Number must be clearly marked on the invoice. All invoices shall be submitted via one of the following methods:

a. By Mail: DHS, ICE Burlington Finance Center (BFC)
Attn: ICE-DRO-SPC-FPH-FLO
P.O. Box 1620
Williston, VT 05495-1620

b. By Fax: (802) 288-7658 (include a cover sheet with point of contact and number of pages)

c. By E-mail: Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. The Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and shall be notated on every invoice submitted to ICE to ensure prompt payment provisions are met. The ICE program office identified in the Delivery order/contract shall also be notated on every invoice.

If deficiencies and errors were found on the invoice, BFC shall return the invoice and will notify the COTR and Contracting Officer regarding invoice deficiencies and errors. For performance issues and deficiencies, the COTR shall notify and forward the invoice to the Contracting Officer for contractual action.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 - CLAUSE AND PROVISION NUMBERING:

The clauses and provisions in this document are in numerical order but may not be numbered sequentially.

H-2 – SENIORITY LISTS

If a contract is performed at a Federal facility where employees may be hired/retrained by a succeeding contractor, the incumbent prime contractor is required to furnish a certified list of all service employees on the contractor's or subcontractor's payroll during the last month of the contract, together with anniversary dates of employment, to the contracting officer no later than 10 days before contract completion in accordance with FAR Clause 52.222-41(n), Service Contract Act of 1964 as amended. At the commencement of the succeeding contract, the contracting officer shall provide a copy of the list to the successor contractor for determining employee eligibility for vacation or other fringe benefits; which are based upon length of service, including service with predecessor contractor s if such benefit is required by applicable wage determinations. See Section J- Attachment 4, Seniority Listing.

H-3 – BACKGROUND AND SECURITY CLEARANCE PROCEDURES

A. BACKGROUND INVESTIGATIONS REQUIRED

The Contractor shall process all background investigations through the ICE Security Office via the COTR prior to contract start date. ICE shall have complete control over granting, denying, suspending, and terminating employment suitability checks for Contractor employees and prospective employees. If the COTR receives a report indicating the unsuitability of any employee or prospective employees, the COTR shall inform the Contractor that the Government will not allow the individual on site. See Section J-Attachment 11 for the E-QIP instructions and forms.

B. SECURITY REQUIREMENTS

General

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in this contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

Suitability Determination

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted Government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contractor employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.

Background Investigations

Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued

by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 5 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions"
Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (**2 copies**)
2. FD Form 258, "Fingerprint Card" (**2 copies**)
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Optional Form 306, "Declaration for Federal Employment" (applies to contractors as well)
6. Authorization for Release of Medical Information

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance of any DHS IT system.

Continued Eligibility

If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/or when the contractor independently identifies circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

The Contractor will report any adverse information coming to their attention concerning contractor employees under the contract to the OPR-PSU through the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The OPR-PSU must be notified of all terminations/resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

Employment Eligibility

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor to work on or under this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

Security Management

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COTR and the OPR-PSU have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this contract; the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations. These entities are hereafter referred to as the Department.

Information Technology Security Clearance

When sensitive Government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS IT Security Program Publication DHS MD 4300 Pub. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

Information Technology Security Training And Oversight

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

C. INITIAL DRUG TESTING

The Contractor must obtain screening for the use of illicit drugs of every employee and prospective employee working under this contract. Drug screening is urinalysis to detect the use of amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP), and marijuana metabolites by an individual. ICE may expand the above list to include additional drugs. A lab approved by the National Institute of Drug Abuse (NIDA) must perform the screening.

Prior to the granting of a favorable EOD decision, the Contractor must submit the results of the drug screening on the applicant to the COTR. Drug testing of an applicant will commence as soon as scheduled upon receipt of an applicant's personnel suitability packet by the COTR. The results of an applicant's drug test must be submitted to the COTR no later than 21 calendar days after receipt of an applicant's personnel suitability packet. Contractor shall ensure that all federal, state, and local legal procedures are followed whether or not included in these procedures, with regard to the specimen. Contractor must ensure that the confirmations are correct and that an adequate chain of custody procedure exists and is followed. The Contractor must post the ICE "Drug Free Workplace Policy" in all contract work areas.

H-4 - PRICING OF MODIFICATIONS

The Contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. Base line values and percentages used to prepare the proposal shall be as agreed upon by the Contractor and Contracting Officer. In addition, if the proposal includes a time extension, justifications therefore, will also be furnished. The proposal, with all supporting documentation, shall be furnished by the date specified by the Contracting Officer.

H-5 - ORDERING ACTIVITY

Supplies or services to be furnished under this contract shall be ordered by issuance of task orders issued by a Contracting Officer, Immigration & Customs Enforcement, Office of Acquisition Management, Detention Management (DM)-Laguna.

H-6 - INDEMNIFICATION

A. Responsibility for Government Property

1. The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.
2. If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at his own expense, all property lost or damaged.

B. Hold Harmless and Indemnification Agreement

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

C. Government's Right of Recovery

Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon the request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

D. Government Liability

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other Federal statutory authority.

SECTION I - CONTRACT CLAUSES

52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address: www.arnet.gov/far

52.202-1 Definitions (JUL 2004)**52.203-3 Gratuities (APR 1984)****52.203-5 Covenant Against Contingent Fees (APR 1984)****52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)****52.203-7 Anti-Kickback Procedures (JUL 1995)****52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)****52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)****52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)****52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2008)****52.203-14 Display of Hotline Poster (DEC 2007)**

(b) (3) DHS OIG Hotline Poster; (b)(7)(E)

52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)**52.204-7 Central Contractor Registration (APR 2008)****52.204-9 Personal Identity Verification of Contractor Personnel (SEP 2007)****52.204-10 Reporting Subcontract Awards (SEP 2007)****52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)****52.215-2 Audit and Records - Negotiation (JUN 1999)****52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)****52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997)****52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)****52.215-12 Subcontractor Cost or Pricing Data (OCT 1997)****52.215-13 Subcontractor Cost or Pricing Data - Modifications (OCT 1997)****52.215-14 Integrity of Unit Prices (OCT 1997)****52.215-15 Pension Adjustments and Asset Reversions (OCT 2004)**

**52.215-18 Revision or Adjustment of Plans for Post Retirement Benefits (PRB) Other than Pensions
(JUL 2005)**

52.215-19 Notification of Ownership Changes (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall -
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 1997)

52.216-18 Ordering (OCT 1995)

Contract Award; Last day of 4th Option Year Period, if exercised.

52.216-19 Order Limitations (OCT 1995)

- (a) **Minimum order**. When the Government requires supplies or services covered by this contract in an amount of less than:

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT |
|----------|---|----------|----------|
| 0001 | Detention Service | 136,328 | Bed-Days |
| 0002A | Transportation Services (Labor Hours) | 110,000 | Hours |
| 0002B | Mileage Rate (40-48 Passenger Vehicle) | 123,500 | Miles |
| 0002C | Mileage Rate (Less than 40 Passenger Vehicle) | 151,250 | Miles |
| 0002D | Travel Cost | 1 | Lot |
| 0003 | Detainee Volunteer Wages | 48,000 | Days |

The Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) **Maximum order**. The Contractor is not obligated to honor –

- (1) Any order for a single item in excess of:

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT |
|----------|---|----------|----------|
| 0001 | Detention Service | 272,655 | Bed-Days |
| 0002A | Transportation Services (Labor Hours) | 220,000 | Hours |
| 0002B | Mileage Rate (40-48 Passenger Vehicle) | 247,000 | Miles |
| 0002C | Mileage Rate (Less than 40 Passenger Vehicle) | 302,500 | Miles |

| | | | |
|-------|--------------------------|--------|------|
| 0002D | Travel Cost | 1 | Lot |
| 0003 | Detainee Volunteer Wages | 96,000 | Days |

- (2) Any order for a combination of items in excess of 100 percent of (b) (1) above; or
- (3) A series of orders from the same ordering office within 5 days that together calls for quantities exceeding the limitations in subparagraph (b) (1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 Indefinite Quantity (OCT 1995)

The final day of the 4th Option Year Period, if exercised.

52.217-8 Option to Extend Services (NOV 1999)

30 days

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

- (a) 30 days; 60 days
- (c) 60 months plus 6 months under FAR 52.217-8.

52.219-8 Utilization of Small Business Concerns (MAY 2004)

52.219-9 Small Business Subcontracting Plan (APR 2008)

52.219-16 Liquidated Damages-Subtracting Plan (JAN 1999)

- (a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

52.219-28 Post-Award Small Business Program Representation (JUN 2007)

52.222-1 Notice to the Government of Labor Disputes (FEB 1997)

52.222-3 Convict Labor (JUN 2003)

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 2005)

52.222-21 Prohibition of Segregated Facilities (FEB 1999)

52.222-26 Equal Opportunity (MAR 2007)

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)

52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)

52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)

- (a) *Definition.* As used in this clause—

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
 Division of Information
 1099 14th Street, N.W.
 Washington, DC 20570
 1-866-667-6572
 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov>.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to—
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—
 - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov> or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3 (c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.222-41 Service Contract Act of 1965, as Amended (NOV 2007)

52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the

provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class

Detention Officer/ (Immigration & Enforcement Agent) GL-1801
 Detention Officer/ (Immigration & Enforcement Agent) GL-1801
 Detention Officer/ (Immigration & Enforcement Agent) GL-1801
 Cook/Food Service Worker WG 7404

Monetary Wage - Fringe Benefits

| | |
|--------|--------|
| GS 5/1 | (b)(4) |
| GS 7/1 | |
| GS 9/1 | |
| WG 8/2 | |

52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (NOV 2006)

52.222-46 Evaluation of Compensation for Professional Employees (FEB 1993)

52.222-50 Combating Trafficking in Persons (FEB 2009)

52.223-2 Affirmative Procurement of Bio-based Products under Service and Construction Contracts (DEC 2007)

52.223-6 Drug-Free Workplace (MAY 2001)

52.223-10 Waste Reduction Program (AUG 2000)

(a) *Definitions.* As used in this clause—

“Recycling” means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

“Waste prevention” means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

“Waste reduction” means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of Section 701 of Executive Order 13101, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor’s programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR Part 247).

52.223-12 Refrigeration Equipment and Air Conditioners (MAY 1995)

52.223-14 Toxic Chemical Release Reporting (AUG 2003)

52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)

52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)

52.224-1 Privacy Act Notification (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

52.224-2 Privacy Act (APR 1984)

52.225-1 Buy American Act – Supplies (FEB 2009)

52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

52.227-1 Authorization and Consent (DEC 2007)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)

52.227-14 Rights in Data-General (DEC 2007)

52.228-5 Insurance – Work on a Government Installation (JAN 1997)

52.229-3 Federal, State, and Local Taxes (APR 2003)

52.232-1 Payments (APR 1984)

52.232-8 Discounts for Prompt Payment (FEB 2002)

52.232-9 Limitation on Withholding of Payments (APR 1984)

52.232-11 Extras (APR 1984)

52.232-17 Interest (OCT 2008)

52.232-18 Availability of Funds (APR 1984)

52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

September 30, 2009; September 30, 2009

52.232-23 Assignment of Claims (JAN 1986)

52.232-25 Prompt Payment (OCT 2008)

52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)

52.233-1 Disputes (JUL 2002)

52.233-3 Protest after Award (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

52.237-3 Continuity of Services (JAN 1991)

52.237-11 Accepting and Dispensing of \$1 Coin (SEP 2008)

52.242-13 Bankruptcy (JUL 1995)

52.243-1 Changes - Fixed-Price (AUG 1987) - Alternate I (APR 1984)

52.244-6 Subcontracts for Commercial Items (FEB 2009)

52.245-1 Government Property (JUN 2007)

52.246-25 Limitation of Liability - Services (FEB 1997)

52.248-1 Value Engineering (FEB 2000)

(a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) *Definitions.*

“Acquisition savings,” as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include –

- (1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
- (2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
- (3) Future contract savings, which are the product of the future unit cost reduction, multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

“Collateral costs,” as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

“Collateral savings,” as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

“Contracting office” includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

“Contractor's development and implementation costs,” as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

“Future unit cost reduction,” as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either –

- (1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or
- (2) To the calculation of a lump-sum payment, which cannot be revised later.

“Government costs,” as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

“Instant contract,” as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

“Instant unit cost reduction” means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

“Negative instant contract savings” means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

“Net acquisition savings” means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

“Sharing base,” as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that –

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; *provided*, that it does not involve a change –
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.

(c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c) (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) Identification of the unit to which the VECP applies.
- (4) A separate, detailed cost estimate for
 - (i) the affected portions of the existing contract requirement and
 - (ii) the VECP.

The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

- (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (8) Identification of any previous submissions of the VECP, including the dates submitted the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission.* The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) *Government action.*

- (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.
- (2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
- (3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is

completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) *Sharing rates.* If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon –

- (1) This contract's type (fixed-price, incentive, or cost-reimbursement);
- (2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and
- (3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS
(Figures in percent)

| Contract Type | Incentive (Voluntary) | | Program Requirement (Mandatory) | |
|---|-----------------------|-------------------------------------|---------------------------------|-------------------------------------|
| | Instant Contract Rate | Concurrent and Future Contract Rate | Instant Contract Rate | Concurrent and Future Contract Rate |
| Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts) | * 50 | * 50 | * 25 | 25 |
| Incentive (fixed-price or cost) (other than award fee) | (**) | * 50 | (**) | 25 |
| Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts) | *** 25 | *** 25 | 15 | 15 |

* The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

** Same sharing arrangement as the contract's profit or fee adjustment formula.

*** The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) *Calculating net acquisition savings.*

- (1) Acquisition savings are realized when
 - (i) the cost or price is reduced on the instant contract,
 - (ii) reductions are negotiated in concurrent contracts,
 - (iii) future contracts are awarded, or
 - (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i) (4) below).
 Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.
- (2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.
- (3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added

to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

- (4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.
- (h) *Contract adjustment.* The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall –
 - (1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;
 - (2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
 - (3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;
 - (4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
 - (5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:
 - (i) Fixed-price contracts -- add to contract price.
 - (ii) Cost-reimbursement contracts -- add to contract fee.
- (i) *Concurrent and future contract savings.*
 - (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.
 - (2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by –
 - (i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and
 - (ii) Multiplying the result by the Contractor's sharing rate.
 - (3) The Contracting Officer shall calculate the Contractor's share of future contract savings by –
 - (i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;
 - (ii) Subtracting any Government costs or negative instant contract savings not yet offset; and
 - (iii) Multiplying the result by the Contractor's sharing rate.
 - (4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h) (3) above) and shall not be subject to subsequent adjustment.
 - (5) *Alternate no-cost settlement method.* When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:
 - (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
 - (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
- (j) *Collateral savings.* If a VECP is accepted, the Contracting Officer will increase the instant contract amount as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or (h)(4), whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

- (k) *Relationship to other incentives.* Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.
- (l) *Subcontracts.* The Contractor shall include an appropriate value engineering clause in any subcontract of (b)(4) or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.
- (m) *Data.* The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:
 These data, furnished under the Value Engineering clause of contract TBD, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.
 If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

52.249-2 Termination for Convenience of the Government (Fixed-Price) (MAY 2004)

52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)

52.251-1 Government Supply Sources (APR 1984)

52.253-1 Computer Generated Forms (JAN 1991)

3052.204-70 Security Requirements for Unclassified Information Technology Resources (JUN 2006)

- (a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.
- (b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.
 - (1) Within 30 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the Offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.
 - (2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.
 - (3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

- (c) Examples of tasks that require security provisions include—
 - (1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and
 - (2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).
- (d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.
- (e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

3052.204-71 Contractor Employee Access (JUN 2006)

- (a) ``Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:
 - (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
 - (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, ``Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
 - (3) Information designated as ``For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
 - (4) Any information that is designated ``sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) ``Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, in subordination, incompetence, or security concerns.

- (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

3052.209-70 Prohibition on Contracts with Corporate Expatriates (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

- (1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
 - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
 - (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).
- (2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
- (3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

- (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:
 - (i) warrants;
 - (ii) options;
 - (iii) contracts to acquire stock;
 - (iv) convertible debt instruments; and
 - (v) others similar interests.
- (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The Offeror under this solicitation represents that (Check one):

- it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;
- it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or
- it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

3052.209-72 Organizational Conflict of Interest (JUN 2006)

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more Offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting.

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the Offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the Offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the Offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the Offeror may be found ineligible for award.

(c) Disclosure: The Offeror hereby represents, to the best of its knowledge that:

- (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or
- (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation. If an Offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the Offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the Offeror. The Contracting Officer will use all information submitted by the Offeror, and any other relevant information known to DHS, to determine whether an award to the Offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful Offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision.

(g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

3052.215-70 Key Personnel or Facilities (DEC 2003)

a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

- 1) Project Manager
- 2) Assistant Project Manager
- 3) Supervisory Detention Officers
- 4) Training Officers
- 5) Quality Assurance Manager

3052.219-70 Small Business Subcontracting Plan Reporting (JUN 2006)

3052.222-70 Strikes or Picketing Affecting Timely Completion of the Contract Work (DEC 2003)

3052.222-71 Strikes or Picketing Affecting Access to a DHS Facility (DEC 2003)

3052.223-70 Removal or Disposal of Hazardous Substances--Applicable Licenses and Permits (JUN 2006)

The Contractor shall have all licenses and permits required by Federal, state, and local laws to perform hazardous substance(s) removal or disposal services. If the Contractor does not currently possess these documents, it shall obtain all requisite licenses and permits within 30 days after date of award. The Contractor shall provide evidence of said documents to the Contracting Officer or designated Government representative prior to commencement of work under the contract.

3052.228-70 Insurance (DEC 2003)

In accordance with the clause entitled "Insurance - Work on a Government Installation" (or Insurance - Liability to Third Persons) in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

- (a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).
- (b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).
- (c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

3052.242-71 Dissemination of Contract Information (DEC 2003)

3052.242-72 Contracting Officer's Technical Representative (DEC 2003)

3052.245-70 Government Property Reports (JUN 2006)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

**DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS ARE ATTACHED AFTER
SECTION M OF THE REQUEST FOR PROPOSAL (RFP)**

| | | |
|---------------------|--|----------|
| ATTACHMENT 1 | POST POSITIONS..... | 2 pages |
| ATTACHMENT 2 | COLLECTIVE BARGAINING AGREEMENT (Detention Officers)..... | 29 pages |
| ATTACHMENT 3 | WAGE DETERMINATION 2005-2023, REVISION 9 (Food Service Personnel)... | 10 pages |
| ATTACHMENT 4 | SENIORITY LISTING | 2 pages |
| ATTACHMENT 5 | DELIVERABLES (Detention & Transportation Service)..... | 2 pages |
| ATTACHMENT 6 | DELIVERABLES (Food Service) | 2 pages |
| ATTACHMENT 7 | PERFORMANCE REQUIREMENTS SUMMARY..... | 9 pages |
| ATTACHMENT 8 | LIST OF GOVERNMENT FURNISHED PROPERTY..... | 4 pages |
| ATTACHMENT 9 | E-QIP INSTRUCTIONS AND FORMS..... | 28 pages |

ATTACHMENT 1

**POST POSITIONS
FLORENCE SERVICE PROCESSING CENTER**

**POST POSITIONS (MAN-HOUR) CHART
FLORENCE SERVICE PROCESSING CENTER**

| | SECURITY OFFICER (S) POST/ POSITION | SHIFTS | NUMBER OF FTE PER SHIFT | DAYS PER WEEK | MAN HOURS PER WEEK | ESTIMATED MAN HOURS PER YEAR (52 WKS) |
|----|--|---------------|--|---------------------------|-------------------------------|---|
| 1 | Project Manager* | | | | | |
| 2 | Supervisory Detention Officer Lieutenant | 3 | 3 | 7 | 504 | 26,208 |
| 3 | Supervisory Detention Officer Lieutenant | 2 | 1 | 7 | 112 | 5,824 |
| 4 | Supervisory Detention Officer Lt. (Jail) | 3 | 1 | 7 | 168 | 8,736 |
| 5 | Security Surveillance (648) | 3 | 2 | 7 | 336 | 17,472 |
| 6 | Medical Security | 3 | 1 | 7 | 280 | 14,560 |
| 7 | Medical | 1 | 1 | 5 | 40 | 2,080 |
| 8 | Medical Escort | 1 | 1 | 5 | 40 | 2,080 |
| 9 | Laundry | 3 | 1 | 7 | 168 | 8,736 |
| 10 | Food Service | 2 | 1 | 7 | 112 | 5,824 |
| 11 | Food Service | 2 | 1 | 7 | 112 | 5,824 |
| 12 | Escort #1 | 2 | 1 | 7 | 112 | 5,824 |
| 13 | Escort #2 | 2 | 1 | 7 | 112 | 5,824 |
| 14 | Escort #3 | 2 | 1 | 7 | 112 | 5,824 |
| 15 | Escort #4 | 2 | 1 | 7 | 112 | 5,824 |
| 16 | Escort #5 | 1 | 1 | 7 | 56 | 2,912 |
| 17 | Escort #6 | 1 | 1 | 7 | 56 | 2,912 |
| 18 | Escort #7 | 1 | 1 | 7 | 56 | 2,912 |
| 19 | Escort #8 | 1 | 1 | 7 | 56 | 2,912 |
| 20 | Escort #9 | 1 | 1 | 7 | 56 | 2,912 |
| 21 | Escort #10 | 1 | 1 | 7 | 56 | 2,912 |
| 22 | Escort #11 | 1 | 1 | 7 | 56 | 2,912 |
| 23 | Escort #12 | 1 | 1 | 7 | 56 | 2,912 |
| 24 | Escort #13 | 3 | 3 | 7 | 504 | 26,208 |
| 25 | A-Pod Control | 3 | 1 | 7 | 168 | 8,736 |
| 26 | A-Pod Housing | 3 | 1 | 7 | 168 | 8,736 |
| 27 | B-Pod Control | 3 | 1 | 7 | 168 | 8,736 |
| 28 | B-Pod Housing | 3 | 1 | 7 | 168 | 8,736 |
| 29 | C-Pod Control | 3 | 1 | 7 | 168 | 8,736 |
| 30 | C-Pod Housing | 3 | 1 | 7 | 168 | 8,736 |
| 31 | D-Pod Control | 3 | 1 | 7 | 168 | 8,736 |
| 32 | D-Pod Housing | 3 | 1 | 7 | 168 | 8,736 |
| 33 | E-Pod Control | 3 | 1 | 7 | 168 | 8,736 |
| 34 | E-Pod Housing | 3 | 1 | 7 | 168 | 8,736 |
| 35 | F-Pod Control | 3 | 2 | 7 | 336 | 17,472 |
| 36 | F-Pod Special Housing | 3 | 1 | 7 | 168 | 8,736 |
| 37 | F-Pod Housing #1 | 3 | 1 | 7 | 168 | 8,736 |
| 38 | F-Pod Housing #2 | 3 | 1 | 7 | 168 | 8,736 |
| 39 | F-Pod Housing #3 | 3 | 1 | 7 | 168 | 8,736 |
| 40 | F-Pod Housing #4 (Juveniles) | 3 | 1 | 7 | 168 | 8,736 |
| 41 | F-Pod Housing \$5 (Females) | 3 | 1 | 7 | 168 | 8,736 |
| 42 | F-Pod Staging Officer | 3 | 1 | 7 | 168 | 8,736 |
| 43 | F-Pod Staging Entry Officer | 3 | 1 | 7 | 168 | 8,736 |
| 44 | Jail Control Officer | 3 | 1 | 7 | 168 | 8,736 |
| 45 | Jail Housing Officer | 3 | 1 | 7 | 168 | 8,736 |
| 46 | Jail Special Housing Officer | 3 | 1 | 7 | 168 | 8,736 |
| 47 | Jail Housing N.2 | 2 | 1 | 7 | 112 | 5,824 |
| 48 | Jail Wing Officer | 2 | 1 | 7 | 112 | 5,824 |
| 49 | Processing Assistants | 3 | 5 | 7 | 840 | 43,680 |
| 50 | Holding Cell Officer | 3 | 2 | 7 | 336 | 17,472 |
| 51 | Facility Control | 3 | 1 | 7 | 168 | 8,736 |
| 52 | Facility Control (Armed) | 3 | 1 | 7 | 168 | 8,736 |
| 53 | Foyer | 3 | 1 | 7 | 168 | 8,736 |
| 54 | Sallyport | 1 | 1 | 7 | 56 | 2,912 |
| 55 | Main Gate Vehicle Officer | 1 | 1 | 5 | 40 | 2,080 |

POST POSITIONS (MAN-HOUR) CHART
FLORENCE SERVICE PROCESSING CENTER

| | SECURITY OFFICER (S) POST/ POSITION | SHIFTS | NUMBER OF FTE PER SHIFT | DAYS PER WEEK | MAN HOURS PER WEEK | ESTIMATED MAN HOURS PER YEAR (52 WKS) |
|----|--|---------------|--|---------------------------|-------------------------------|---|
| 56 | Vehicle Cleaning Officer | 1 | 1 | 7 | 56 | 2,912 |
| 57 | Compound Cleaning Officer | 2 | 1 | 7 | 112 | 5,824 |
| 58 | Facility Entrance Officer (Armed) | 3 | 2 | 7 | 336 | 17,472 |
| 59 | Administration Entry Officer | 1 | 1 | 5 | 40 | 2,080 |
| 60 | Accreditation Assistant | 1 | 1 | 5 | 40 | 2,080 |
| 61 | Visitation Officer | 1 | 1 | 7 | 56 | 2,912 |
| 62 | Visitation Officer | 1 | 1 | 7 | 56 | 2,912 |
| 63 | Recreation Officer | 1 | 1 | 7 | 56 | 2,912 |
| 64 | Recreation Officer | 1 | 1 | 7 | 56 | 2,912 |
| 65 | Property Control Officer | 3 | 1 | 7 | 168 | 8,736 |
| 66 | Court Officer | 1 | 1 | 5 | 40 | 2,080 |
| 63 | Court Officer | 1 | 1 | 5 | 40 | 2,080 |
| 64 | Court Officer | 1 | 1 | 5 | 40 | 2,080 |
| 65 | Court Escort | 1 | 1 | 5 | 40 | 2,080 |
| 66 | Court Escort | 1 | 1 | 5 | 40 | 2,080 |
| 67 | TIF Trailer | 3 | 1 | 7 | 168 | 8,736 |
| 68 | ICE Designated--Dental | 1 | 1 | 7 | 56 | 2,912 |
| 69 | ICE Designated--Psych | 1 | 1 | 7 | 56 | 2,912 |
| 70 | ICE Designated--F-Pod Medical Officer | 1 | 1 | 7 | 56 | 2,912 |
| 71 | ICE Designated--Tool Room Officer | 1 | 1 | 7 | 56 | 2,912 |
| 72 | ICE Designated | 1 | 1 | 7 | 56 | 2,912 |
| 73 | ICE Designated | 1 | 1 | 7 | 56 | 2,912 |
| 74 | ICE Designated | 1 | 1 | 7 | 56 | 2,912 |
| 75 | ICE Designated | 1 | 1 | 7 | 56 | 2,912 |
| 76 | | | 90 | | 0 | - |
| 77 | ARMED TRANSPORTATION: | | | | 0 | - |
| 78 | Transportation Supervisor | 3 | 1 | 7 | 168 | 8,736 |
| 79 | Transportation (2200-0600) | 1 | 1 | 5 | 240 | 12,480 |
| 80 | Transportation (2200-0600) | 1 | 2 | 2 | 32 | 1,664 |
| 81 | Transportation (2400-0800) | 1 | 2 | 7 | 112 | 5,824 |
| 82 | Transportation (0600-1400) | 1 | 10 | 5 | 400 | 20,800 |
| 83 | Transportation (0600-1400) | 1 | 2 | 2 | 32 | 1,664 |
| 84 | Transportation (0800-1600) | 1 | 4 | 5 | 160 | 8,320 |
| 85 | Transportation (0800-1600) | 1 | 2 | 2 | 32 | 1,664 |
| 86 | Transportation (1200-2000) | 1 | 4 | 5 | 160 | 8,320 |
| 87 | Transportation (1200-2000) | 1 | 2 | 2 | 32 | 1,664 |
| 88 | Transportation (1600-2400) | 1 | 4 | 5 | 160 | 8,320 |
| 89 | Transportation (1600-2400) | 1 | 2 | 2 | 32 | 1,664 |
| | | | 36 | | | |
| | WEEKLY & ANNUAL TOTALS | 174 | | | 12,488 | 649,376 |
| | | | | | | |
| | | | | | | |

**POST POSITIONS (MAN-HOUR) CHART
FLORENCE SERVICE PROCESSING CENTER**

| | | | | |
|---|--|--|--|--|
| | | | | |
| *THE PROJECT MANAGER IS NOT BILLABLE UNDER CONTRACT LINE ITEM NUMBERS (CLIN). THE POSITION IS REQUIRED AND MUST BE AVAILABLE; HOWEVER, IT IS CONSIDERED TO BE PART OF OVERHEAD. | | | | |
| **ICE DESIGNATED ASSIGNMENT POSITIONS ARE TO BE UTILIZED AT THE DISCRETION OF THE OFFICER IN CHARGE (OIC) OR DESIGNEE. THESE ARE POST POSITIONS THAT MUST BE MANNED AND THEREFORE NOT BE UTILIZED AS RELIEF FOR OTHER POST POSITIONS. | | | | |
| | | | | |
| NOTES: EXPLANATION OF COLUMN TITLES | | | | |
| CUSTODY OFFICER (S) POST POSITIONS: THE CURRENT POST POSITIONS QUANTITY MAY FLUCTUATE AND LOCATIONS MAY CHANGE DEPENDING UPON AGENCY REQUIREMENTS. | | | | |
| 1 SHIFT EQUALS DAY SHIFT | | | | |
| 2 SHIFTS EQUALS DAY AND SWING SHIFTS | | | | |
| 3 SHIFTS EQUALS DAY, SWING AND GRAVEYARD SHIFTS | | | | |
| POST POSITION TIMES: | | | | |
| DAY SHIFT: 7:00 A.M. - 3:00 P.M. | | | | |
| SWING SHIFT: 3:00 P.M. - 11:00 P.M. | | | | |
| GRAVEYARD SHIFT: 11:00 P.M. - 7:00 A.M. | | | | |
| ARMED TRANSPORTATION TIMES: | | | | |
| LISTED TRANSPORTATION POSITIONS/QUANTITY/SHIFTS SUBJECT TO CHANGE DEPENDING ON AGENCY REQUIREMENTS. | | | | |
| DAYS PER WEEK= NUMBER OF DAYS PER WEEK SERVICE | | | | |
| MAN HOURS PER WEEK= NUMBER OF SHIFTS TIMES EIGHT (8) MAN HOURS PER DAY TIMES THE NUMBER OF DAYS PER WEEK | | | | |
| ESTIMATED MAN HOURS PER YEAR = MAN HOURS PER WEEK TIMES 52 WEEKS. 52 WEEKS ARE USED FOR ESTIMATE PURPOSES ONLY BECAUSE YEARS HAVE EITHER 365 OR 366 DAYS. THESE AMOUNTS ARE ESTIMATES ONLY. | | | | |
| | | | | |
| NOTES: ICE PAYS FOR ACTUAL HOURS WORKED (8 HOURS PER SHIFT) AT THE ALL-INCLUSIVE RATE LISTED IN SCHEDULE B. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INCLUDE LUNCH PERIODS, BREAKS, TRAINING HOURS, RELIEF AND ANY OTHER COSTS INTO THE MAN HOUR RATE. | | | | |
| | | | | |

ATTACHMENT 2

**COLLECTIVE BARGAINING AGREEMENT
(DETENTION OFFICERS)
WAGE DETERMINATION #: CBA-2009-2577**

FLORENCE SERVICE PROCESSING CENTER

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: CBA-2009-2577
Revision No.: 0
Date Of Last Revision: 1/22/2009

State: Arizona

Area: Pinal

Employed on DHS-ICE-DM-OAQ Laguna contract for Detention Management Services.

Collective Bargaining Agreement between contractor: AKAL Security Incorporated, and union: United Government Security Officers of America Local 823, effective 12/1/2008 through 12/31/2012 and amended on 11/12/2008.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

Collective Bargaining Agreement
Between
AKAL SECURITY, INCORPORATED
and the
United Government Security Officers Of America, International
And it's Local #823

PREAMBLE

THIS AGREEMENT is made and entered by and between AKAL SECURITY, INCORPORATED, a New Mexico corporation, hereinafter referred to as the "Employer" or "Company," and United Government Security Officers of America, International, on behalf of its Local # 823, hereinafter referred to as the "Union".

ARTICLE 1

GENERAL PROVISIONS

SECTION 1.1 BARGAINING UNIT

This agreement (the "Agreement") is entered between Akal Security, Inc. (hereinafter referred to as the "Company", UGSOA International and UGSOA, Local #823 (hereinafter referred to as the "Union"). The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.

All full and regular part-time detention officers, armed and unarmed, and all lead detention officers performing guard duties as defined in Section 9(b)(3) of the National Labor Relations Act, as amended, employed by Akal Security, Inc., at the Florence Detention and Transfer Center, Florence, Arizona, under contract to the Immigration and Naturalization Service contract for the site, excluding all office clerical employees, professional employees, managers and supervisors as defined in the National Labor Relations Act.

This agreement shall be binding upon parties, their successors and assigns. In the event of a sale or transfer of the business of the employer, or any part thereof, the purchaser or transferee shall be bound by this agreement.

SECTION 1.2 NEGOTIATING COMMITTEE

The Company agrees to recognize a negotiating committee composed of up to four members and one alternate selected by the Union to represent the employees in collective bargaining negotiations.

SECTION 1.3 STEWARD SYSTEM

- A. The Company agrees to recognize a steward system with one steward and two alternative stewards per shift and one Chief Steward for all shifts.

- B. The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to the business of the Grievance Procedure as outlined in this Agreement. Aggrieved employees will be paid their regular rate of pay in the conduct of Company/Union business during scheduled working hours. Any changes to the employee(s) filling either the Chief Steward position, steward position(s), or alternate steward position(s) must be provided to the Company in writing to be official.
- C. If the employee requests, the Company will call for a steward prior to any disciplinary action taken, whether it be written or verbal. The supervisor will release the steward as business needs allow. The Union Steward will be paid for time spent in this regard, upon receiving Supervisor approval of relief from duty.

SECTION 1.4 MANAGERS AND SALARIED PERSONNEL

Managerial and salaried employees shall not perform the duties of the employees in the bargaining unit, except in an emergency. An emergency is defined as any time that there is a disturbance or unrest at the facility which necessitates the use of all available personnel to address the situation. In addition, it shall be considered a scheduling emergency when there are insufficient bargaining unit members to cover the required posts and none are immediately available to fill the vacancy.

SECTION 1.5 CLASSIFICATIONS

- A. Full-time employees are those employees who are scheduled to work forty (40) hours per week.
- B. Part-time employees are those employees who are scheduled to regularly work thirty-two (32) hours or less per week. Every part-time employee will be required to submit their availability to the Company for at least sixteen (16) hours of work for every pay period. The Company is under no obligation to use the part-time employee for any portion of the part-time employee's submitted sixteen (16) hour request. Each part-time employee shall submit their required availability for the upcoming pay period at least fourteen (14) days in advance. If a part-time employee fails to report for any hours they submit to the Company and for which they are assigned to work by the Company, that absence will result in a "no call no show", unless such absence is taken in accordance with the leave provisions of this Agreement. Any part-time employee gaining three (3) "no call no show" absences in any six (6) month period shall be subject to termination.
- C. Employees covered by this agreement shall not be required to deliver office supplies, furniture, equipment, or distribution that does not pertain to normally assigned duties.
- D. Employees covered by this Agreement shall not be required to perform janitorial service other than to clean up or pick up after themselves.

SECTION 1.6 DUES CHECKOFF

CBA between UGSAO local 823 and Akal

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The Company agrees to deduct dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to the dollar amount of the Union membership dues.

The Company will remit all such deductions to the International Financial Secretary/Treasurer within five (5) business days from the date that the deduction was made, via direct deposit, if possible. All costs related to direct deposit will be borne by the Union. The Union agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name, address, date of hire and amount of dues, within seven (7) business days of each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an employee against the Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

SECTION 1.7 INTENT OF PARTIES

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Union and the Company agree to use their best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company. Neither the Company, nor the Union, nor their representatives, nor their members will intimidate, coerce, or discriminate in any manner against any person in its employ by reason of his/her membership and activity or non-membership or non activity in the Union.

It is expressly understood and agreed that the services to be performed by the employees covered by this Agreement pertain to and are essential to the operation of the ICE Detention Center Service Processing Center. Both the Company and the Union recognize their paramount goal is to maintain safety of the operations of the ICE Detention Center.

SECTION 1.8 ANTI-DISCRIMINATION

Neither the Company nor the Union will discriminate against any employee because of race, color, religion, sex, age, national origin, Vietnam Era Veterans status, disability or other protected reason. The Company will treat employees with dignity and respect at all times. Employees will also treat each other as well as the Company with dignity and respect. The Company and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with Company and Union philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

ARTICLE 2

SENIORITY

SECTION 2.1 SENIORITY DEFINED

Union seniority shall be the length of continuous service from the employee's last date of hire as a Detention Officer for the Company, past or present, and/or any predecessor employer. Seniority shall not accrue until the employee has successfully completed the probationary period. Seniority shall be applicable in determining the order of layoff and recall, shift bidding, vacation schedules, extra work, transfers, and other matters as provided for in this Agreement.

For the purposes of shift bidding, vacation schedules, transfers, days off, and extra work, union seniority shall be defined as seniority within the work site.

Any employee permanently transferred out of the designated Local Bargaining Unit for any reason shall lose their Union seniority as it applies to the order of layoff and recall, shift bidding, vacation schedules, extra work, and other matters as provided for in this Agreement.

Part-time employees will have seniority only among other part-time employees. Any part-time employee who becomes a full-time employee will be placed on the seniority list for full-time employees in accordance with the date they become a full-time employee or once they have completed the equivalent of the ninety (90) day probationary period.

If a full-time employee volunteers to make a change to a part-time position and at some time in the future returns to a full-time position, their transfer date back to a full-time position will establish their new seniority date in their full-time position. Also, when a transfer is made to a part-time position, their seniority date will be the date of their transfer to the part-time position. This paragraph applies only to transfers occurring after the effective date of this Agreement.

SECTION 2.2 SENIORITY LISTS

The Company shall provide a list to the Local Bi-Monthly. The data will include name, location, classification, rate of pay, and last Entry on Duty date. The Union will verify seniority and provide a copy of the confirmed seniority list to the Company within 14 days of receipt.

SECTION 2.3 PERSONAL DATA

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Employees shall notify the Company in writing, on the company provided form, of their proper mailing address and telephone number or of any change of name, address, or telephone number. The Company shall be entitled to rely upon the last known address in the Company's official records.

SECTION 2.4 TRANSFER OUT OF UNIT

Any Bargaining Unit Employee who transfers to a non-bargaining unit position will have 180 days to return to the bargaining unit and retain their union seniority.

SECTION 2.5 PROBATIONARY EMPLOYEES

Probationary Employees will be considered probationary for a one-hundred and four (104) calendar day period after their hire date. The Union will still represent Probationary Employees for problems concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to transfers, suspensions, discipline, layoffs, or discharge of Probationary Employees without recourse to the grievance procedure contained in this Agreement.

Probationary Employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The Probationary period can be extended by mutual agreement between the Company and the Union.

SECTION 2.6 TERMINATION OF SENIORITY

The seniority of an employee shall be terminated for any of the following reasons:

- a. the employee quits or retires;
- b. the employee is discharged;
- c. settlement with the employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Company;
- d. the employee is laid off for a continuous period of one calendar year or 365 calendar days;
- e. the U.S. Government revokes the employee's clearances;
- f. the employee is permanently transferred out of the bargaining unit;
- g. if any employee takes a leave of absence longer than ninety (90) days, except for special circumstances approved by the Company;
- h. failure to return to work from layoff or leave of absence at the time specified;
- i. employee fails to express to the Company his intent to return to work and/or does not return to work in accordance with the requirements of section (j) below;
- j. employee fails to report for work and fails to notify the Company for three (3) consecutive days. An exception will be if circumstances cause by the employee's illness or accident make it impossible for the employee to report or for anyone else to report for the employee; or

- k. employee fails to renew a leave of absence, except when circumstances caused by the employee's illness or accident make it impossible for the employee to report or for anyone else to report for the employee.

ARTICLE 3

JOB OPPORTUNITIES

SECTION 3.1 FILLING VACANCIES

If a vacancy occurs in a regular position covered by this Agreement, and the Company chooses to fill that vacancy, the job will be posted for a period of five (5) working days (excluding Saturdays, Sundays, and holidays). The Project Manager or designee will notify the Union President in writing of such openings, position closures or other changes resulting from separation of employment. The Union President will then verify that all part-time position DO's have been notified. When a vacancy occurs, the Company will fill the position with the most senior employee who has applied for the position in writing, who has been trained (if required) to fill any necessary special qualifications for the new position.

SECTION 3.2 LAYOFF AND RECALL

In the event of layoff or recall, when positions are being reduced, Probationary Employees will be laid off first. Should it be necessary to further reduce the work force, employees will be retained on the basis of seniority. Recall of employees will be accomplished by recalling the last laid off employee first, and so on.

SECTION 3.3 APPOINTMENT OF SUPERVISORY STAFF

The U.S. Government in its contract with the Company creates specific guidelines for the job duties and qualifications of the Supervisory Staff. Based on these guidelines, all appointments of Supervisors will be made on the basis of suitability as evaluated by the Company. Suitability shall include an employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Company's determination, employees are equally qualified, seniority will prevail.

ARTICLE 4

MANAGEMENT'S RETAINED RIGHTS

SECTION 4.1

The Company reserves all rights which it heretofore had except to the extent that those rights are expressly limited by the provisions of this Agreement. Without limiting the foregoing reservations of rights, the parties consider it to be desirable, in order to avoid unnecessary misunderstanding or grievances in the future, to specify by way of illustration and without

limitation some of the rights reserved to the Company, which it may exercise in its sole discretion and which might otherwise be a source of potential controversy, these rights being:

- a. Hire;
- b. Assign work and schedule;
- c. Promote, Demote;
- d. Discharge, discipline, or suspend based on Article 6;
- e. Determine the size of the workforce, including the number, if any, of employees assigned to any particular shift;
- f. Make and enforce work rules not inconsistent with the provisions of this agreement;
- g. Require Employees to observe reasonable Employer rules and regulations;
- h. Determine when overtime shall be worked;
- i. Determine the qualifications of an Employee to perform work;
- j. The right to determine, direct, and change the work operations and work force of the Company;
- k. The right to ensure adherence to performance standards, the type of services to be rendered, and the manner in which such services are to be performed;
- l. The right to determine the type and quantity of machines, equipment, and supplies to be used and the purchase, control, and use of all materials, equipment, and supplies that are purchased, used, or handled by the Company;
- m. The right to sell, lease, shut down, or otherwise dispose of all or part of the Company's assets or business operations;
- n. The right to introduce changes in the methods of operations, jobs or facilities, including the right to automate, totally or partially, any or all of its business operations, even though this operates to eliminate unit jobs;
- o. The right to establish job descriptions and classifications and to require any employee covered by this Agreement to perform any job or task deemed necessary by the Company, regardless of whether it is related to his principal duties provided the assignment is lawful and safe and that the employee is qualified to perform it. These job descriptions and/or assignments will be provided to the Union and the Union shall have a meaningful opportunity to negotiate with regard thereto before implementation;
- p. The right to hire, promote, transfer, and lay off employees covered by this Agreement and to determine the requirements and criteria prerequisite to being hired, promoted, transferred, or laid off;
- q. The right to schedule all work and hours of work, to determine the need for and amount of overtime, and to assign or require employees to work overtime; and
- r. The right to make and enforce work rules not inconsistent with the express provisions of this Agreement. No work rule(s) will be implemented by the Company until fifteen (15) calendar days after it has been provided to the Union, during which time the Union shall have a meaningful opportunity to negotiate with the Company on such work rule(s). An exception to this policy is implementation of work rules in compliance with government requirements. The Company agrees to provide copies of any such government regulations in a timely fashion.

SECTION 4.2

Any of the rights, power or authority the Company had prior to the signing if this Agreement are retained by the Company, except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.1 INTENT

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any suspension or action or order of removal of an employee from working under the contract by the U.S. Government, or revocation of required DO clearances by the U.S. Government, the Company agrees to provide all supporting documentation to the union in this circumstance. In addition, the grievance procedures outlined herein shall not apply to any non-disciplinary situation where the company is acting under express directives of the U.S. Government.

SECTION 5.2 GENERAL PROVISIONS

The number of days outlined in Section 5.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. The term "days" shall not include Saturdays, Sundays or holidays when used in this Article.

Should either the Company, the Union, or the aggrieved employee fail to comply with the time limits as set forth in this Article, the party who failed to comply with the time limits shall forfeit the grievance.

Time limits set forth herein may be extended only by mutual agreement of the Union and Company.

SECTION 5.3 GRIEVANCE PROCEDURE

All grievances shall be presented and processed in accordance with the following procedures:

Informal Step - The parties shall make their best efforts to resolve any dispute on an informal basis. Both the Company and the Union agree that the employee will first discuss the complaint with their immediate supervisor (not in the bargaining unit), within seven (7) working days of the incident being grieved, to start the informal procedure. If the informal procedure is not invoked within seven (7) working days of employee's knowledge of a grievable issue, then it is agreed by both parties that no further action can be taken. If the complaint is not satisfactorily adjusted

within three (3) working days of the inception of the informal discussion, it may be submitted in writing to the Project Manager or designee in accordance with Step One.

Step One - If the matter is not resolved informally, the employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved employee and the union representative, and shall be submitted to the Project Manager or designee with a copy to the Company's HR Director. The Project Manager or designee shall have ten (10) days from the date the grievance was received by the Project Manager or designee to return a decision in writing with a copy to the aggrieved employee and the union representative.

Step Two - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Company's Director of Human Resources or designee not later than ten (10) days from the denial by the Project Manager or designee. The Director of Human Resources or designee will have twenty (20) days from the date the grievance was received to return a decision, in writing, with a copy to the aggrieved employee and the union representative.

Grievance for Discipline - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Project Manager through the Site Supervisor or designee within ten (10) days after the occurrence of the facts giving rise to the Grievance.

Any failure by the Company to respond in writing to any of steps within the grievance process shall be considered an automatic rejection of the grievance on the last day within each step of the grievance process that the Company has to respond.

If the Union brings a "class action" grievance against the Company, all employees will be afforded an opportunity to "opt out" of the class action within twenty (20) days of the class action grievance moving to arbitration. The Union will provide the Company a list of all employees participating in a "class action" grievance within thirty (30) days of the class action grievance moving to arbitration.

SECTION 5.4 ARBITRATION PROCEDURE

Grievances processed in accordance with the requirements of Section 5.3 that remain unsettled may be processed to arbitration by the Union by giving the Company's Director of Human Resources written notice of its desire to proceed arbitration not later than fifteen (15) days after rejection of the grievance in Step Two. Grievances which have been processed in accordance with the requirements of Section 5.3 which remain unsettled shall be processed in accordance with the following procedures and limitations:

Selection of an Arbitrator - Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union will meet telephonically to jointly attempt to agree upon the selection of a neutral arbitrator. If, within fifteen (15) days, the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. An arbitrator will be

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selected from the list supplied by the FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.

Decision of the Arbitrator - The arbitrator shall commence the hearing at the earliest possible date. The parties reserve the right to file post arbitration briefs within thirty (30) days of the completion of the arbitration hearing. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. If the decision of the Arbitrator is not complied with within fifteen (15) days of the decision, the losing side shall be liable for attorney and court costs to enforce compliance including through the courts, absent an order from the Government or unless the Company or the Union files a written request for clarification, then the Company will comply within fifteen (15) days of receiving the clarification.

Arbitration Expense - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.

SECTION 5.5 CLASS ACTION

The Union shall have the right to file a group grievance (class action) or grievances involving more than one (1) Employee at the Informal Step of the grievance procedure.

SECTION 5.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

ARTICLE 6

GROUNDS FOR DISCIPLINE AND DISMISSAL

After completion of the probationary period, as specified in Section 2.5, no employee shall be disciplined, dismissed or suspended without just cause. Just cause shall include, but not be limited to, any suspension or revocation of clearance by the INS. The final decision on the employee's removal shall be determined by the Government, and the Company shall be held harmless by the Union and the employee for any further claims made after this final determination, the Company agrees to provide all supporting documentation to the union in this circumstance. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties.

The Company's contract with the U.S. Government sets out performance standards and contract requirements for the DO's and all employees are required to comply with these standards. Failure to do so may lead to disciplinary action. Employees agree to comply with any non-disciplinary directive issued by the U.S. Government.

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The Company may discipline employees when necessary and discharge those who fail to uphold U.S. Government or Company standards as described above. It is recognized by parties to this Agreement that progressive discipline generally shall be applied in dealing with employees. However, it is also recognized that offenses may occur for which progressive discipline is not applicable (e.g., fraud, gross misconduct, theft, etc.). Disciplinary measures vary depending on the seriousness of the matter and the past record of the employee. Failure to comply with any investigation procedures will result in discipline up to and including termination.

An employee may request in writing to have any discipline of less than 5 days or not concerning any type of harassment removed from their file after 12 months.

ARTICLE 7

HOURS OF WORK AND OVERTIME

SECTION 7.1 WORKDAY AND WORKWEEK

For the purposes of this Article, a regular workweek of forty (40) hours of work shall constitute a normal full time workweek for full-time employees. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the U.S. Government.

Nothing contained herein shall guarantee to any employee any number of hours of work per day or week. Employees shall not be required to work more than 12 hours in a 24 hour period. No employee will be scheduled for more than 7 days in a row without 2 days off.

The Company will have a schedule completed and submitted to all employees no later than seven (7) days prior to that schedules work week starting Sunday and ending Saturday.

All employees shall be in a non paid non working status for a period if 8 hours prior to beginning any shift. No employee will be required to work a twelve (12) hour shift on two (2) consecutive days without the next succeeding day being an eight (8) hour day or a regular day off.

SECTION 7.2 OVERTIME

An overtime rate of time and one half (1 1/2) of an employee's base rate of pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a work week.

SECTION 7.3 OVERTIME REQUIREMENT

If directed to work overtime (i.e., over forty [40] hours in a workweek) or extra hours, and until the seniority system is invoked, the employee shall be required to do the work, unless the employee is excused by the Company for good cause.

SECTION 7.4 OVERTIME DISTRIBUTION

The Company will create a schedule on or about the first day of each month and on or about the fifteenth day of each month that sets out the work schedule for every employee for the next corresponding pay period. Each full time and each part-time employee shall notify the Company in writing of the particular days and shifts of overtime that they are available to work during the posted pay period. All employee requests for overtime in the posted pay period must be submitted within seven (7) days of the schedule being posted. All posts are to be filled by the Company in accordance with the following steps beginning with Step One.

- Step 1 All full-time employees will be placed on the schedule for a total of eight (8) hours a day, forty (40) hours per week in accordance with their assigned shift schedule. Full-time employees will only be assigned to their regular shifts.
- Step 2 All part-time employees will be placed on the posted schedule to work in accordance with their seniority, starting with the most senior part-time employee first.
- Step 3 Each shift not filled under either Step One or Step Two (i.e., an unfilled shift) shall be assigned by seniority to the most senior full-time employee that submits more than 24 hrs in advance, their name for a particular unfilled shift, starting with the most senior full-time employee to request the unfilled shift. For employee, who volunteer to work OT on their RDO, they can only work 8 hrs OT shifts.
- Step 4 Each shift not filled under either Step One, Step Two, or Step Three shall be assigned by seniority to the most senior part-time employee that submits their name for the particular unfilled shift, starting with the most senior part-time employee to request the unfilled shift. No time will any employee be penalized or reprimanded for not volunteering for overtime.
- Step 5 Each shift not filled under either Step One, Step Two, Step Three, or Step Four, shall be assigned as Mandatory Over Time, he company will assign that OT to the employee qualified for the position with the least number of OT in the quarter. If more there is more than one employee with the same number of OT hours, the employee with lower seniority, will be required to work the OT.

If an employee submits their name for a particular unfilled shift on the posted schedule and then fails to work the particular shift, unless any such absence is taken in accordance with the leave provisions in this Agreement, the employee shall be assigned a "no call no show" absence. Any employee gaining three (3) "no call no show" absences in any six (6) month period shall be subject to termination.

Any shift that is required to be filled due to a "call off", shall be filled by the Company under the provisions set out in Steps One through Five above starting with the most senior full-time employee that is not assigned to an unfilled shift but submitted his name for a particular shift to earn overtime hours and then progressing as set-out above. If a particular "call off" shift remains unfilled, the Company may assign required overtime to the employee with the least amount of hours worked on the particular shift with the unfilled "call off" shift.

SECTION 7.5 MANDATORY OVERTIME PAY

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If an employee is required to work additional hours beyond the normal shift or called in, they will be paid a minimum of four (4) hours. If the over time assignment that was required turns out to be less than four hours and the employee volunteers to go home, they will be paid only for the hours worked.

Officers may volunteer to work less than four (4) hours of overtime and be paid in one (1) hour increments.

ARTICLE 8

WORK SHIFTS AND PAYMENT POLICIES

SECTION 8.1 SHIFT BIDDING, HOURS OF WORK, & SENIORITY

Whenever management determines that an opening exists on a particular shift, it will be posted as outlined. The opening will be assigned an individual bid number, and will be posted in the posting locations in plain view for all officers to see.

The posting notice will contain pertinent information concerning the opening, i.e. bid number, Shift, Days off and ending date and time for the posting. All bids will remain posted for the required seven (7) day period. All postings for open bids will be opened at 1200 hours and end seven consecutive days later at 1200 hours. No bid will be accepted after the ending date and time.

Any Officer may submit a completed official bid request form whenever a bid is posted.

The official bid request form (see sample in appendix B) will consist of 2 sections:

Part A: Bid Request

- Must have: Officer's name, Seniority date, official bid number, requested shift and days off, Officer's signature, and Supervisor's initials.

Part B: Bid Receipt

- Must have: Officer's name, Seniority date, official bid number, requested shift and days off, and Supervisor's signature.

Only the official bid request form presented in person, will be accepted. Both sections of the official bid form must be completed to be submitted. Completed forms must be submitted to the Supervisor prior to the ending date and time recorded on the posting.

After the bid request is completed, the officer will submit the bid to his/her Supervisor. The Supervisor will sign B and Initial Part A of the official bid form returning Part B back to the officer. The supervisor will insure that Part A is properly placed in with all other bid request forms.

Management is not required to audit the form for accuracy. Bids placed with inaccurate information will result in the bid form being disqualified.

The Supervisor will accept bids only if presented in person by the officer submitting the bid, with the exception of the Absentee bid authorization form. The supervisor can note [sic] accept bids from any other source, i.e. telephone, fax, etc. All bids must be presented in person.

If a bid is unfilled, or no one bids, it will be filled by the senior most employee who does not have a permanent assignment.

Once an officer places a bid it cannot be removed.

Any officer who is awarded a bid may not bid again for a 90 day period, for either shift or lateral move.

If any employee is scheduled for military duty, prior to departure, they shall notify the company, in writing; of their preference of shifts/days off if bids shall become available. The company shall notify the employee of their bid upon their return.

SECTION 8.2 WAGE SCHEDULE

The base rate of pay and all other economic benefits for Detention Officers covered by this Agreement shall be as set-out in Appendix A, which is hereby incorporated by reference as if set-out verbatim herein.

The parties agree that either party may reopen negotiations for amendments to Health & Welfare Allowance at any time after September 1 and before October 1, for the second year of this Agreement, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this Agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this Agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this Agreement.

SECTION 8.3 PAYDAY

Payday for all hourly employees will be no later than after 11 a.m. on Friday following the two (2) week pay period ending on Saturday, subject to change by mutual agreement. Should direct deposit become available, the company will make this option available to all employees.

SECTION 8.4 UNDISPUTED ERROR

In case of an undisputed error on the part of the Company as to an employee's pay, proper adjustment will be made in the next paycheck after the error has been brought in written form to the Company's attention. Any error, involving eight (8) hours of pay or more, will be corrected and paid within five (5) working days.

SECTION 8.5 SHIFT DIFFERENTIAL

Employees working between the hours of 1400 and 2200 or any part thereof will be paid a shift differential of 4%. Those employees working between the hours of 2200 and 0600 or any part thereof will be paid a shift differential of 6%.

ARTICLE 9

HOLIDAYS

SECTION 9.1 HOLIDAYS DEFINED

Whenever the term "holiday" is used, it shall mean:

| | |
|------------------|-------------------------------|
| New Years Day | Independence Day |
| Veterans Day | Columbus Day |
| Christmas Day | Labor Day |
| Thanksgiving Day | Martin Luther King's Birthday |
| Memorial Day | Presidents Day |
| Birthday* | Good Friday |

*should the holiday fall on the employee's birthday it is to be taken within 60 days of the birthday, however it must be taken prior to the employee's anniversary date.

SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS

- A. Full-time position employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift premium for that holiday.
- B. Any full-time position employee who works as scheduled on a holiday shall receive the employee's appropriate rate of pay times one (1) and a half for all hours worked, and in addition, shall receive eight (8) hours holiday pay at the regular rate as described in (A) above.
- C. Any part-time position employee who works as scheduled on a holiday shall receive the employee's appropriate rate of pay times one and a half for all hours worked, and in addition shall receive prorated holiday pay based on the number of actual hours the employee worked in the two (2) week pay period prior to the holiday.
- D. Any employee who is requested and agrees to work on any of the above named holidays but fails to report to work before or after for such holiday and does not provide a justifiable and verifiable excuse, shall not receive holiday pay, and shall be subject to discipline. Employees must work the scheduled day before and the scheduled day after to receive holiday pay.
- E. In the event that the Holiday falls on a weekend, the term "holiday" will refer to the day that the U.S. Government designates as the Holiday.

F. If an employee works a Holiday that is also their Birthday, they will be paid for only one Holiday and the other may be used within the sixty (60) day period described earlier in this section.

ARTICLE 10

VACATIONS

SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

Eligibility for vacation benefits shall be based on Department of Labor (DOL) rules under Service Contract Act.

Upon completion of one (1) year of service: eighty (80) hours.

Upon completion of five (5) years of service: one-hundred and twenty (120) hours.

Upon completion of ten (10) years of service: one-hundred and sixty (160) hours.

Upon completion of fifteen (15) years of service: two-hundred (200) hours.

SECTION 10.2 ELIGIBLE PART-TIME POSITION EMPLOYEES

Part-time Employees are eligible for vacation benefits on a prorated basis, based on 2080 hours and defined by the maximums allowed in the contract. All paid hours during the preceding year will be used to figure employee's hours.

SECTION 10.3 SCHEDULING VACATIONS

Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date. Employees who cash out vacation time are not entitled to participate in the vacation selection process, nor take vacation during the year unless approved under the guidelines for LWOP as outlined in Article 11.

Employee will pick vacation by full seniority with thirty (30) days to pick between November 1 and November 30 of each year. The employee shall be ready to pick when asked. If not ready, the employee will be passed over and pick what is available when ready. Once the employee has picked his/her vacation by seniority the Company will post a list of vacation schedules no later than January 01 of each year. Once posted, management cannot make any changes except as needed to maintain continuity of operations of the SPC. Employees will submit a written request based on available opening. This process is limited to vacation selections of 1 week increments up to a maximum of 4 weeks.

All other vacation requests must be made in writing not less than 2 weeks prior to the proposed vacation dates. The Company will respond to these other requests within 5 working days. When awarding these vacation requests, the Company will consider all other requests based on

seniority. A bid from the most senior employee from the original shift vacation request will be given priority.

Once a vacation is awarded the employee will not be bumped.

SECTION 10.4 UNUSED VACATION

Vacations shall not be cumulative from one year to the next. Any earned but unused vacation time remaining at the end of a year of service (based on the Employee's anniversary date on the contract) shall be paid to the Employee.

SECTION 10.5 PAY IN LIEU OF VACATION LEAVE

At any time during the year, employees may request in writing to be paid for earned vacation, pay in lieu of taking actual vacation leave. Earned vacation pay will be paid in the next pay cycle.

SECTION 10.6 TERMINATING EMPLOYEES

Upon termination of employment, employees will be paid at their individual hourly rate vacation time earned as of their last anniversary date, but not used, as entitled by the Service Contract Act. (Example: An employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period).

SECTION 10.7 VACATION LAID-OFF EMPLOYEES

Length of service with the Contract shall accrue for the purposes of vacation benefits while an employee is on laid-off status for up to one (1) year. Employees will only be paid vacation benefits upon returning to work.

SECTION 10.8 VACATION INCREMENTS

Consistent with the Company's approval, efficiency, and economy of operations, Employees with two (2) or more weeks of vacation may take their vacation in segments of less than one (1) week each. Vacation must be taken in one (1) day (8 hour) increments.

ARTICLE 11

LEAVES OF ABSENCE

SECTION 11.1 LIMITATIONS

Personal leaves of absence for non medical emergencies may be granted at the sole discretion of the Company without loss of seniority to the employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Company. An employee on any unpaid leave of absence will be required to use available vacation or personal leave time in full before beginning the unpaid leave. Length of service with the Company shall not accrue for

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purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over thirty (30) days. The Company will make every reasonable effort to maintain an employee's position while on a non statutory unpaid leave of absence. Unpaid leaves of absence may be taken only with written approval of the Company or in a case of verified personal emergency. Employees who fail to report for scheduled shifts without the Company's permission may face disciplinary action.

Any full-time employee who uses more than two (2) days of leave without pay (LWOP) per Government contract year for absences not covered by Family and Medical Leave Act of 1993 (FMLA), Workers Compensation, or whose absence is not a Company approved accommodation and/or leave, may face disciplinary action.

SECTION 11.2 MEDICAL LEAVE

The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.

The Company agrees to honor the FMLA for all employees.

During medical leave, the employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the employee shall furnish the Company with a statement, signed by the doctor, which establishes the fitness of the employee to return to the employee's previously held work. Any employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from employment.

If the employee files for medical leave on false pretext or works for another employer without pre authorization from the Company, the employee will be removed from the DO program and from employment with the Company.

SECTION 11.3 MILITARY LEAVE

An employee who is called to military service or who is a member of a military reserve unit and who is required to participate in active training will be granted a leave of absence without pay for the period of time required for such training and duty in accordance with federal law.

SECTION 11.4 UNION LEAVE

The Company agrees to grant 5 days at one time of Union Leave (LWOP) to Union Officers (Maximum 5 employees with no more than 3 per shift), as long as staffing permits, upon 14 days written request for the purpose of attending Union Conventions, or other meetings of vital interest to the Union, for the duration required to perform the duties of the position, which he or she was elected or appointed and with 7 days notice for a local meeting of 1 day of less or 14 days notice for more than 1 day of leave.

A Union President and one delegate will be granted an unpaid leave of absence no more than once a year for a maximum of five days upon written request for the purpose of attending Union

conventions or other meetings of vital interest to the Union as long as staffing requirements permit. More time will be granted upon mutual agreement between the Company and the Union

SECTION 11.5 PERSONAL/SICK LEAVE

Each full-time employee shall be entitled to nine (9) days personal leave per full contract year, all days made available on their anniversary date. Of the nine (9) day entitlement, six (6) days shall be available for cash out at the end of the employee's anniversary year. Any unused portion of these six (6) personal days will be cashed out within 30 days of the anniversary date. The additional three (3) days of the nine (9) days may be taken after the six (6) days have been used and any unused portion of these three (3) days shall not be cashed out at the end of the contract year and cannot be carried over.

- A. Personal leave shall be used in no less than four-four(4) hour increments and shall be paid when taken by the Employee as approved in advance by the Project Manager.
- B. Upon termination of employment, employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of actual hours employee worked during that year based on hire date anniversary . If the employee has used more personal days upon termination than he/she earned based upon time worked on the contract, the amount of the overage will be deducted from the employee's final paycheck.
- C. Personal leave (and vacation) days may be used to cover absences caused by illness. Any employee who is unable to report to work because of sickness must notify the Company at least four (4) hours prior to the beginning of his/her regular shift in order to be eligible for paid personal leave benefits. Proof of illness may be required after two (2) days. Disciplinary action may result from excessive, unapproved absenteeism.
- D. Personal Leave may be combined with schedule vacation with approval from the Project Manager. Personal days not scheduled in conjunction with vacation in November, may be scheduled at least sixty (60) days in advance and not later than seven (7) days in advance. Exceptions will be made on a case by case basis and the Project Manager will have final approval.

SECTION 11.6 PROCESSING UNPAID LEAVES OF ABSENCE

The Company will consider requests for unpaid leaves of absence and may grant them at its sole discretion. An unpaid leave of absence must be processed in the following manner:

- A. All requests for unpaid leaves of absence shall be submitted in writing to Project Manager or designee at least ten (10) calendar days prior to the date the leave will take effect, except in cases of verified personal emergencies, and include:
 - The reasons for such leave;
 - The effective dates of such leave; or
 - The estimated date of return to work.

- B. The Company will respond to the request within seven (7) working days.
- C. The written request for leave of absence shall be submitted to the Project Manager or designee for final approval. If the request for the leave of absence is approved by the Project Manager, a copy of the approved leave of absence will be given to the employee involved.
- D. Extensions of the leave of absence may be granted at the sole discretion of the Company, upon written request by the employee within ten (10) calendar days prior to the expiration of the leave of absence. Extensions, when granted, shall not total more than thirty (30) days.

SECTION 11.7 GENERAL PROVISIONS

Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of this Agreement.

SECTION 11.8 JURY DUTY

Full time employees on the payroll with one or more years of continuous service will be reimbursed up to five (5) days in any calendar year for any loss of income during their otherwise scheduled workweek for time spent on Jury Duty.

Said reimbursement shall be offset by any jury fees received by the employee. Employees must inform their supervisor immediately upon receiving a notice to report for jury duty. The Company reserves the right to request an exemption when the Company determines that the employee's absence would create hardship.

SECTION 11.9 BEREAVEMENT LEAVE

If it is necessary for an employee to lose time from work because of a death in the immediate family the employee shall be entitled to paid leave up to a maximum of seven (7) days leave per year.

Immediate family is defined to mean an employee's father, mother, spouse, sister, brother, child (include legally adopted children and/or step children), father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents and grandchildren.

The Company reserves the right to verify all bereavement leave requests and may require proof of the death for which the employee requests leave.

SECTION 11.10 ABSENTEEISM FROM DUTY

When an employee fails to report for duty or to call the appropriate supervisor four (4) hours prior to the start of the scheduled shift, it is considered a no call/no show. In the event an emergency prevents an employee from reporting to work and notifying the office prior to the scheduled shift, an employee must contact the appropriate supervisor as soon as possible and

explain the failure to report for duty. Explanations are subject to verification. Unverified and unexcused absences from duty will result in disciplinary action.

Akal Security, Inc. considers that an employee has resigned their position voluntarily (voluntary separation) if the employee is absent from duty due to no call/no show more than 3 shifts in a contract year or 2 consecutive days in a 12 month period.

ARTICLE 12

HEALTH, WELFARE AND UNIFORM ALLOWANCES

SECTION 12.1 PAYMENTS

For the life of this Agreement, the Company will make health and welfare payments to full-time employees on all hours up to forty (40) hours per week, and up to a total of 2080 hours per contract year, as described in Appendix A. All Health and Welfare funds will be used by the Company to provide a Health Insurance Plan and/or other benefit plans, which will be negotiated with the Union.

The Union retains the right to approve any health insurance and/or any other benefit plans. The Union, upon demand, may audit any such plan, not more than 4 times a year.

All full-time employees and their dependants will join this plan after ninety (90) days of employment.

Employees who take leave without pay will be required to make monthly payments to continue their coverage's.

SECTION 12.2 OTHER BENEFITS

The Company will offer employees the opportunity to participate in other available employee paid fringe benefit programs made available to all Officers employed by the Company. These programs may include cafeteria plans, payroll deduction plans, retirement plans, insurance plans, 401(k) plans, and any other plan mentioned in this Agreement.

SECTION 12.3 UNIFORM MAINTENANCE

The Company will pay the employee an allowance for each hour worked, up to 40 hours per week and 2080 hours per year at the rate defined in Section 8.2 of this Agreement.

ARTICLE 13

MISCELLANEOUS PROVISIONS

SECTION 13.1 BULLETIN BOARDS

The Company will make its best effort to obtain a space from the U.S. Government for Union to locate a Union provided bulletin board that will be used by the Union for posting notices of CBA between UGSAO local 823 and Akal
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meetings, elections, appointments, recreational and social affairs, and other Union notices. The provision of these facilities is the prerogative of the U.S. Government, who owns and controls all worksite facilities.

SECTION 13.2 PHYSICAL EXAMINATIONS

The Company has the right to choose the physician who will perform the physical exam that may be required.

Medical exams may be required by the U.S. Government contract, or should the Company have concerns regarding an employee's fitness for duty. The Company may designate the physician or clinic, at its discretion. Physical fitness is an important job requirement. Employees must pass the medical exam prescribed by the Company's contract with the U.S. Government in order to be employed and to maintain employment.

The Company will pay for the time required for the employee to take required physical exams. Time for any exams requiring more than two (2) hours must be pre-approved by the Project Manager. If, when the appointment is going to exceed two (2) hours, the employee will call into Project Manager or designee to inform them of the delay and request approval for additional time.

Should an employee be required to have a drug test or TB test off site, the company will pay two (2) hours. Should an employee be required to attend a medical or test on their day off due to scheduling challenges, or a PM approved absence , the employer will pay the employee for 1 hour for attending on site.

SECTION 13.3 DRUG AND ALCOHOL PROGRAM

The parties recognize that, given the safety and sensitivity of the environment, and the nature of the work performed by the Company and its employees, the use of controlled substances or alcohol on the job poses a substantial risk to the employees, the detainees, the Company and members of the public. To prevent or limit such risk, and pursuant to the Company's policy to maintain a drug-free workplace random Drug and Alcohol screening will occur. Such policy shall be subject to revision by the Company by mutual agreement with the union. The Company will pay for any time used by an employee taking an initial drug test that finds a negative result.

SECTION 13.4 UNION MEETINGS

Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances as described in this Agreement. No Employee may leave their post without permission from the Employer under any circumstances, unless there is appropriate Government permission granted. No Employee may be at the worksite at any time unless on duty at that time unless, engaged in company approved activities.

SECTION 13.5 MANAGEMENT/LABOR RELATIONS

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In the interest of good communications the Company and the Union agree there shall be a Labor and Management Meeting consisting of three (3) representatives of the Union and up to three representatives from the Company. Both parties will mutually agree upon any additional participants. The purpose of this meeting will be to improve labor/management relations by providing an informal forum for the free exchange of views and discussion of mutual concerns of both parties. It is clearly not the intention that this exchange by-pass the normal grievance procedure. Any agreements reached at these meetings to change practices or policies shall be put in writing and will only be effective when signed by both parties.

It is suggested that these meetings will be held monthly. All scheduled meeting times and places will be mutually agreed to by both parties.

SECTION 13.6 ACCESS TO PERSONNEL FILES

As possible, and in accordance with applicable laws, the Union's designated representative shall have access to personnel records of an employee in conjunction with the investigation of a grievance or for use in arbitration. The Union will present written authorization from the employee before access will be granted. The Union shall maintain the confidentiality of all information contained therein.

SECTION 13.7 TRAINING

The Company agrees to pay employees for required and mandated government training to the extend required by the contract between the ICE and the Company.

ARTICLE 14

401 (K) PLAN

The Company shall provide a 401(K) plan to which Officers are eligible to contribute, whether Union or Non Union. Employees shall be subject to the eligibility requirements and rules of the Plan. All Pension moneys shall be paid directly into the 401(K) plan.

Currently, the Company's plan does have any vesting required, should this change the company bargain with the union as needed.

ARTICLE 15

SAFETY

SECTION 15.1 SAFETY POLICY

It is the policy of the Company to make its best efforts to provide employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. Under this Agreement, all worksites and facilities are the property of the U.S. Government, who is responsible for the condition and safety of the worksite. The Union will

appoint a safety Rep and an alternate who are acceptable to the PM. The Company will recognize the Rep and make every effort to have them included in safety meeting at the site.

SECTION 15.2 OSHA STANDARDS

The Company will report any safety violations observed or reported to the Company in any U.S. Government provided workstations or break rooms.

ARTICLE 16

CONTINUITY OF OPERATIONS

SECTION 16.1 NO STRIKES

Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts during the term of this Agreement.

Upon hearing of an unauthorized strike, slowdown, stoppage of work, planned inefficiency, or any curtailment of work or restriction or interference with the operation of the Employer, the Union shall take affirmative action to avert or bring such activity to prompt termination.

SECTION 16.2 LOCKOUTS

During the life of this Agreement, the Company shall not lockout any employees covered in this Agreement.

ARTICLE 17

SEPARABILITY OF CONTRACT

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through U.S. Government regulations or decree, such parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or U.S. Government statutes, so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge that during the negotiation which resulted in the Agreement, the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from the area of collective bargaining, and all understand agreements reached by the parties are set forth in this Agreement. The parties acknowledge that during negotiations

that resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the agreements contained herein were arrived at after free exercise of such rights and opportunities. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including, but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement, except as specifically provided for in other provisions of this Agreement.

ARTICLE 19

DURATION

This Agreement shall be effective from December 1, 2008 to December 31, 2012 and supersedes any and all prior agreements or understandings between the parties.

EXHIBIT "A"

| Classification | Effective 1/01/2008 | Effective 1/01/2009 | Effective 1/01/2010 | Effective 1/01/2010 |
|-----------------------------|------------------------|------------------------|------------------------|------------------------|
| Detention Officer - Unarmed | (b)(4) | | | |
| Detention Officer - Armed | | | | |
| Temporary Supervisor | | | | |

| Classifications | 1/01/2008 | 1/01/2009 | 10/1/2010 | 10/1/2011 |
|---|---|-------------------------|-----------|-----------|
| Pension | (b)(4) per regular hr worked | (b)(4) | (b)(4) | (b)(4) |
| Vacation | 1 year | 80 hours | Same | Same |
| | 5 years | 120 hours | same | Same |
| | 10 years | 160 hours | Same | Same |
| | 15 years | 200 hours | Same | Same |
| Holidays | 12 days as defined by the collective bargaining agreement | | | |
| Personal Leave/year | 9 days/yr | Same | same | same |
| Funeral Days (Max.) | 5 days* 7 days* | Maximum 7 days per year | Same | Same |
| Jury Duty Days/Year | 5 days/yr. | same | Same | same |
| Uniform Allowance | (b)(4) per regular hour worked | n/c | n/c | n/c |
| Shift Differential 2 nd Shift | 4% per regular hour worked | Same | Same | same |
| 3 rd Shift | 6% per regular hour worked | Same | Same | same |
| Health & Welfare | (b)(4) per regular hour | (b)(4) | *** | *** |

* As defined in the collective bargaining agreement.

** As defined in the collective bargaining agreement.

*** the union and the company agree to reopen negotiations for the purpose

IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

FOR: United Government Security Officers of America and its Local 823

(b)(6);(b)(7)(C)

TITLE: Vice President

DATE: _____

Local 823

BY: _____

TITLE: _____

DATE: _____

AKAL SECURITY

(b)(6);(b)(7)(C)

BY: _____

TITLE: V.P. M.R.

DATE: 11/12/08

BY: _____

TITLE: _____

DATE: _____

ATTACHMENT 3

**WAGE DETERMINATION 2005-2023 REV. 9
(FOOD SERVICE PERSONNEL)**

FLORENCE SERVICE PROCESSING CENTER

WD 05-2023 (Rev.-9) was first posted on www.wdol.gov on 06/03/2008

| | |
|---|---|
| REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor | U. S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 |
|---|---|

| | | |
|--------------------------------|------------------------------------|--|
| Shirley F. Ebbesen Director | Division of Wage Determinations | Wage Determination No.: 2005-2023 Revision No.: 9 Date Of Revision: 05/29/2008 |
|--------------------------------|------------------------------------|--|

State: Arizona

Area: Arizona Counties of Apache, Coconino, Gila, Maricopa, Navajo, Pinal, Yavapai

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | MINIMUM WAGE RATE |
|---|-------------------|
| 01000 - Administrative Support And Clerical Occupations | |
| 01011 - Accounting Clerk I | 12.77 |
| 01012 - Accounting Clerk II | 14.42 |
| 01013 - Accounting Clerk III | 16.30 |
| 01020 - Administrative Assistant | 23.05 |
| 01040 - Court Reporter | 15.50 |
| 01051 - Data Entry Operator I | 12.39 |
| 01052 - Data Entry Operator II | 13.52 |
| 01060 - Dispatcher, Motor Vehicle | 14.91 |
| 01070 - Document Preparation Clerk | 13.55 |
| 01090 - Duplicating Machine Operator | 13.55 |
| 01111 - General Clerk I | 11.49 |
| 01112 - General Clerk II | 12.38 |
| 01113 - General Clerk III | 14.20 |
| 01120 - Housing Referral Assistant | 19.35 |
| 01141 - Messenger Courier | 11.22 |
| 01191 - Order Clerk I | 12.32 |
| 01192 - Order Clerk II | 14.86 |
| 01261 - Personnel Assistant (Employment) I | 14.40 |
| 01262 - Personnel Assistant (Employment) II | 16.11 |
| 01263 - Personnel Assistant (Employment) III | 17.96 |
| 01270 - Production Control Clerk | 19.39 |
| 01280 - Receptionist | 12.58 |
| 01290 - Rental Clerk | 14.19 |
| 01300 - Scheduler, Maintenance | 16.08 |
| 01311 - Secretary I | 16.08 |
| 01312 - Secretary II | 17.50 |
| 01313 - Secretary III | 19.39 |
| 01320 - Service Order Dispatcher | 13.02 |
| 01410 - Supply Technician | 23.05 |
| 01420 - Survey Worker | 15.40 |
| 01531 - Travel Clerk I | 12.19 |
| 01532 - Travel Clerk II | 13.15 |
| 01533 - Travel Clerk III | 14.16 |
| 01611 - Word Processor I | 13.82 |
| 01612 - Word Processor II | 15.78 |
| 01613 - Word Processor III | 17.54 |

| | |
|--|-------|
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 19.81 |
| 05010 - Automotive Electrician | 19.77 |
| 05040 - Automotive Glass Installer | 18.91 |
| 05070 - Automotive Worker | 18.91 |
| 05110 - Mobile Equipment Servicer | 16.18 |
| 05130 - Motor Equipment Metal Mechanic | 22.09 |
| 05160 - Motor Equipment Metal Worker | 19.10 |
| 05190 - Motor Vehicle Mechanic | 21.02 |
| 05220 - Motor Vehicle Mechanic Helper | 14.72 |
| 05250 - Motor Vehicle Upholstery Worker | 17.66 |
| 05280 - Motor Vehicle Wrecker | 19.10 |
| 05310 - Painter, Automotive | 21.54 |
| 05340 - Radiator Repair Specialist | 19.07 |
| 05370 - Tire Repairer | 14.21 |
| 05400 - Transmission Repair Specialist | 21.02 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 11.36 |
| 07041 - Cook I | 10.50 |
| 07042 - Cook II | 11.67 |
| 07070 - Dishwasher | 8.17 |
| 07130 - Food Service Worker | 10.15 |
| 07210 - Meat Cutter | 16.58 |
| 07260 - Waiter/Waitress | 8.39 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 16.50 |
| 09040 - Furniture Handler | 10.88 |
| 09080 - Furniture Refinisher | 16.50 |
| 09090 - Furniture Refinisher Helper | 12.16 |
| 09110 - Furniture Repairer, Minor | 14.59 |
| 09130 - Upholsterer | 16.50 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 8.58 |
| 11060 - Elevator Operator | 8.58 |
| 11090 - Gardener | 12.96 |
| 11122 - Housekeeping Aide | 9.91 |
| 11150 - Janitor | 10.29 |
| 11210 - Laborer, Grounds Maintenance | 10.31 |
| 11240 - Maid or Houseman | 8.59 |
| 11260 - Pruner | 10.14 |
| 11270 - Tractor Operator | 11.82 |
| 11330 - Trail Maintenance Worker | 10.31 |
| 11360 - Window Cleaner | 11.12 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 12.53 |
| 12011 - Breath Alcohol Technician | 17.62 |
| 12012 - Certified Occupational Therapist Assistant | 20.49 |
| 12015 - Certified Physical Therapist Assistant | 18.63 |
| 12020 - Dental Assistant | 15.67 |
| 12025 - Dental Hygienist | 34.70 |
| 12030 - EKG Technician | 20.49 |
| 12035 - Electroneurodiagnostic Technologist | 20.49 |
| 12040 - Emergency Medical Technician | 12.79 |
| 12071 - Licensed Practical Nurse I | 15.83 |
| 12072 - Licensed Practical Nurse II | 17.62 |
| 12073 - Licensed Practical Nurse III | 19.73 |
| 12100 - Medical Assistant | 13.76 |
| 12130 - Medical Laboratory Technician | 16.21 |
| 12160 - Medical Record Clerk | 12.22 |
| 12190 - Medical Record Technician | 15.57 |

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|--|-------|
| 12195 - Medical Transcriptionist | 15.61 |
| 12210 - Nuclear Medicine Technologist | 30.15 |
| 12221 - Nursing Assistant I | 9.86 |
| 12222 - Nursing Assistant II | 11.08 |
| 12223 - Nursing Assistant III | 12.10 |
| 12224 - Nursing Assistant IV | 13.57 |
| 12235 - Optical Dispenser | 14.80 |
| 12236 - Optical Technician | 14.85 |
| 12250 - Pharmacy Technician | 13.59 |
| 12280 - Phlebotomist | 13.57 |
| 12305 - Radiologic Technologist | 24.08 |
| 12311 - Registered Nurse I | 24.76 |
| 12312 - Registered Nurse II | 30.32 |
| 12313 - Registered Nurse II, Specialist | 30.32 |
| 12314 - Registered Nurse III | 36.69 |
| 12315 - Registered Nurse III, Anesthetist | 36.69 |
| 12316 - Registered Nurse IV | 43.93 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 21.10 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 15.53 |
| 13012 - Exhibits Specialist II | 19.16 |
| 13013 - Exhibits Specialist III | 23.37 |
| 13041 - Illustrator I | 18.79 |
| 13042 - Illustrator II | 23.18 |
| 13043 - Illustrator III | 28.27 |
| 13047 - Librarian | 21.60 |
| 13050 - Library Aide/Clerk | 12.90 |
| 13054 - Library Information Technology Systems Administrator | 20.92 |
| 13058 - Library Technician | 14.08 |
| 13061 - Media Specialist I | 13.74 |
| 13062 - Media Specialist II | 15.38 |
| 13063 - Media Specialist III | 17.15 |
| 13071 - Photographer I | 14.99 |
| 13072 - Photographer II | 17.27 |
| 13073 - Photographer III | 21.32 |
| 13074 - Photographer IV | 26.01 |
| 13075 - Photographer V | 31.55 |
| 13110 - Video Teleconference Technician | 13.78 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 14.47 |
| 14042 - Computer Operator II | 17.51 |
| 14043 - Computer Operator III | 20.13 |
| 14044 - Computer Operator IV | 22.75 |
| 14045 - Computer Operator V | 24.82 |
| 14071 - Computer Programmer I (1) | 20.91 |
| 14072 - Computer Programmer II (1) | 24.91 |
| 14073 - Computer Programmer III (1) | |
| 14074 - Computer Programmer IV (1) | |
| 14101 - Computer Systems Analyst I (1) | |
| 14102 - Computer Systems Analyst II (1) | |
| 14103 - Computer Systems Analyst III (1) | |
| 14150 - Peripheral Equipment Operator | 14.47 |
| 14160 - Personal Computer Support Technician | 22.75 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 29.46 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 36.56 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 40.22 |
| 15050 - Computer Based Training Specialist / Instructor | 28.44 |
| 15060 - Educational Technologist | 19.66 |
| 15070 - Flight Instructor (Pilot) | 40.22 |

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|---|-------|
| 15080 - Graphic Artist | 21.16 |
| 15090 - Technical Instructor | 18.46 |
| 15095 - Technical Instructor/Course Developer | 22.58 |
| 15110 - Test Proctor | 15.34 |
| 15120 - Tutor | 15.34 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 8.34 |
| 16030 - Counter Attendant | 8.34 |
| 16040 - Dry Cleaner | 10.42 |
| 16070 - Finisher, Flatwork, Machine | 8.34 |
| 16090 - Presser, Hand | 8.34 |
| 16110 - Presser, Machine, Drycleaning | 8.34 |
| 16130 - Presser, Machine, Shirts | 8.34 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 8.34 |
| 16190 - Sewing Machine Operator | 11.09 |
| 16220 - Tailor | 11.79 |
| 16250 - Washer, Machine | 9.07 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 16.74 |
| 19040 - Tool And Die Maker | 22.78 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 13.52 |
| 21030 - Material Coordinator | 19.39 |
| 21040 - Material Expediter | 19.39 |
| 21050 - Material Handling Laborer | 11.91 |
| 21071 - Order Filler | 11.13 |
| 21080 - Production Line Worker (Food Processing) | 13.52 |
| 21110 - Shipping Packer | 14.52 |
| 21130 - Shipping/Receiving Clerk | 14.52 |
| 21140 - Store Worker I | 8.40 |
| 21150 - Stock Clerk | 13.24 |
| 21210 - Tools And Parts Attendant | 14.00 |
| 21410 - Warehouse Specialist | 14.00 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 26.63 |
| 23021 - Aircraft Mechanic I | 25.32 |
| 23022 - Aircraft Mechanic II | 26.63 |
| 23023 - Aircraft Mechanic III | 27.96 |
| 23040 - Aircraft Mechanic Helper | 17.73 |
| 23050 - Aircraft, Painter | 24.05 |
| 23060 - Aircraft Servicer | 21.26 |
| 23080 - Aircraft Worker | 22.78 |
| 23110 - Appliance Mechanic | 18.79 |
| 23120 - Bicycle Repairer | 12.92 |
| 23125 - Cable Splicer | 24.18 |
| 23130 - Carpenter, Maintenance | 16.50 |
| 23140 - Carpet Layer | 15.63 |
| 23160 - Electrician, Maintenance | 19.99 |
| 23181 - Electronics Technician Maintenance I | 14.87 |
| 23182 - Electronics Technician Maintenance II | 23.06 |
| 23183 - Electronics Technician Maintenance III | 25.37 |
| 23260 - Fabric Worker | 14.70 |
| 23290 - Fire Alarm System Mechanic | 19.80 |
| 23310 - Fire Extinguisher Repairer | 14.71 |
| 23311 - Fuel Distribution System Mechanic | 24.66 |
| 23312 - Fuel Distribution System Operator | 17.11 |
| 23370 - General Maintenance Worker | 15.63 |
| 23380 - Ground Support Equipment Mechanic | 25.32 |
| 23381 - Ground Support Equipment Servicer | 21.26 |
| 23382 - Ground Support Equipment Worker | 22.78 |

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|--|-------|
| 23391 - Gunsmith I | 14.54 |
| 23392 - Gunsmith II | 17.40 |
| 23393 - Gunsmith III | 20.22 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 18.76 |
| 23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility) | |
| 19.60 | |
| 23430 - Heavy Equipment Mechanic | 20.75 |
| 23440 - Heavy Equipment Operator | 19.56 |
| 23460 - Instrument Mechanic | 21.98 |
| 23465 - Laboratory/Shelter Mechanic | 18.81 |
| 23470 - Laborer | 10.98 |
| 23510 - Locksmith | 18.17 |
| 23530 - Machinery Maintenance Mechanic | 21.27 |
| 23550 - Machinist, Maintenance | 17.73 |
| 23580 - Maintenance Trades Helper | 12.16 |
| 23591 - Metrology Technician I | 21.98 |
| 23592 - Metrology Technician II | 22.95 |
| 23593 - Metrology Technician III | 24.10 |
| 23640 - Millwright | 23.72 |
| 23710 - Office Appliance Repairer | 19.75 |
| 23760 - Painter, Maintenance | 16.50 |
| 23790 - Pipefitter, Maintenance | 19.02 |
| 23810 - Plumber, Maintenance | 18.07 |
| 23820 - Pneudraulic Systems Mechanic | 20.22 |
| 23850 - Rigger | 20.22 |
| 23870 - Scale Mechanic | 17.40 |
| 23890 - Sheet-Metal Worker, Maintenance | 17.37 |
| 23910 - Small Engine Mechanic | 15.63 |
| 23931 - Telecommunications Mechanic I | 22.30 |
| 23932 - Telecommunications Mechanic II | 26.99 |
| 23950 - Telephone Lineman | 18.23 |
| 23960 - Welder, Combination, Maintenance | 17.37 |
| 23965 - Well Driller | 18.56 |
| 23970 - Woodcraft Worker | 18.97 |
| 23980 - Woodworker | 13.37 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 9.75 |
| 24580 - Child Care Center Clerk | 15.26 |
| 24610 - Chore Aide | 9.93 |
| 24620 - Family Readiness And Support Services Coordinator | 15.12 |
| 24630 - Homemaker | 16.71 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 21.62 |
| 25040 - Sewage Plant Operator | 20.14 |
| 25070 - Stationary Engineer | 21.62 |
| 25190 - Ventilation Equipment Tender | 13.46 |
| 25210 - Water Treatment Plant Operator | 20.14 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 18.73 |
| 27007 - Baggage Inspector | 10.72 |
| 27008 - Corrections Officer | 19.77 |
| 27010 - Court Security Officer | 20.49 |
| 27030 - Detection Dog Handler | 16.13 |
| 27040 - Detention Officer | 19.77 |
| 27070 - Firefighter | 21.80 |
| 27101 - Guard I | 10.72 |
| 27102 - Guard II | 16.13 |
| 27131 - Police Officer I | 25.69 |
| 27132 - Police Officer II | 28.53 |
| 28000 - Recreation Occupations | |

| | |
|--|-------|
| 28041 - Carnival Equipment Operator | 12.57 |
| 28042 - Carnival Equipment Repairer | 13.77 |
| 28043 - Carnival Equipment Worker | 8.98 |
| 28210 - Gate Attendant/Gate Tender | 12.73 |
| 28310 - Lifeguard | 10.82 |
| 28350 - Park Attendant (Aide) | 14.24 |
| 28510 - Recreation Aide/Health Facility Attendant | 11.10 |
| 28515 - Recreation Specialist | 14.86 |
| 28630 - Sports Official | 11.34 |
| 28690 - Swimming Pool Operator | 19.72 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 17.68 |
| 29020 - Hatch Tender | 17.68 |
| 29030 - Line Handler | 17.68 |
| 29041 - Stevedore I | 15.60 |
| 29042 - Stevedore II | 19.50 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (2) | 33.96 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (2) | 23.42 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (2) | 25.79 |
| 30021 - Archeological Technician I | 17.49 |
| 30022 - Archeological Technician II | 19.58 |
| 30023 - Archeological Technician III | 24.25 |
| 30030 - Cartographic Technician | 24.59 |
| 30040 - Civil Engineering Technician | 21.26 |
| 30061 - Drafter/CAD Operator I | 17.49 |
| 30062 - Drafter/CAD Operator II | 19.84 |
| 30063 - Drafter/CAD Operator III | 22.12 |
| 30064 - Drafter/CAD Operator IV | 24.87 |
| 30081 - Engineering Technician I | 15.61 |
| 30082 - Engineering Technician II | 17.26 |
| 30083 - Engineering Technician III | 21.48 |
| 30084 - Engineering Technician IV | 25.33 |
| 30085 - Engineering Technician V | 27.52 |
| 30086 - Engineering Technician VI | 31.49 |
| 30090 - Environmental Technician | 20.45 |
| 30210 - Laboratory Technician | 19.31 |
| 30240 - Mathematical Technician | 24.69 |
| 30361 - Paralegal/Legal Assistant I | 19.26 |
| 30362 - Paralegal/Legal Assistant II | 22.81 |
| 30363 - Paralegal/Legal Assistant III | 27.83 |
| 30364 - Paralegal/Legal Assistant IV | 33.77 |
| 30390 - Photo-Optics Technician | 24.69 |
| 30461 - Technical Writer I | 22.49 |
| 30462 - Technical Writer II | 27.51 |
| 30463 - Technical Writer III | 28.38 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 21.58 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 26.11 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 31.30 |
| 30494 - Unexploded (UXO) Safety Escort | 21.58 |
| 30495 - Unexploded (UXO) Sweep Personnel | 21.58 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs (2) | 19.64 |
| 30621 - Weather Observer, Senior (2) | 23.69 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31020 - Bus Aide | 8.17 |
| 31030 - Bus Driver | 17.45 |
| 31043 - Driver Courier | 11.95 |
| 31260 - Parking and Lot Attendant | 9.23 |
| 31290 - Shuttle Bus Driver | 13.61 |
| 31310 - Taxi Driver | 9.86 |

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|---|-------|
| 31361 - Truckdriver, Light | 13.61 |
| 31362 - Truckdriver, Medium | 18.71 |
| 31363 - Truckdriver, Heavy | 19.17 |
| 31364 - Truckdriver, Tractor-Trailer | 19.17 |
| 99000 - Miscellaneous Occupations | |
| 99030 - Cashier | 11.86 |
| 99050 - Desk Clerk | 10.01 |
| 99095 - Embalmer | 22.06 |
| 99251 - Laboratory Animal Caretaker I | 10.57 |
| 99252 - Laboratory Animal Caretaker II | 13.33 |
| 99310 - Mortician | 25.63 |
| 99410 - Pest Controller | 13.19 |
| 99510 - Photofinishing Worker | 13.44 |
| 99710 - Recycling Laborer | 15.00 |
| 99711 - Recycling Specialist | 19.26 |
| 99730 - Refuse Collector | 14.29 |
| 99810 - Sales Clerk | 12.38 |
| 99820 - School Crossing Guard | 7.96 |
| 99830 - Survey Party Chief | 22.51 |
| 99831 - Surveying Aide | 13.56 |
| 99832 - Surveying Technician | 19.11 |
| 99840 - Vending Machine Attendant | 13.54 |
| 99841 - Vending Machine Repairer | 17.16 |
| 99842 - Vending Machine Repairer Helper | 13.54 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour

conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dyeing, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordinance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT 4

**SENIORITY LISTING
FLORENCE SERVICE PROCESSING CENTER**

Florence AKAL Security Seniority List

| Hire date Custody Officer | | Hire date Custody Officer | | Hire date Custody Officer | | Hire date Custody Officer | |
|------------------------------|------------|------------------------------|------------|------------------------------|------------|------------------------------|-----------|
| 1 | 2/20/1991 | 47 | 8/26/1999 | 93 | 12/9/2002 | 139 | 7/10/2006 |
| 2 | 5/14/1991 | 48 | 9/27/1999 | 94 | 12/9/2002 | 140 | 7/17/2006 |
| 3 | 5/14/1991 | 49 | 10/25/1999 | 95 | 12/9/2002 | 141 | 8/7/2006 |
| 4 | 5/14/1991 | 50 | 12/2/1999 | 96 | 12/9/2002 | 142 | 8/7/2006 |
| 5 | 2/10/1993 | 51 | 12/20/1999 | 97 | 12/9/2002 | 143 | 8/7/2006 |
| 6 | 3/30/1993 | 52 | 12/20/1999 | 98 | 12/9/2002 | 144 | 8/7/2006 |
| 7 | 4/29/1993 | 53 | 2/7/2000 | 99 | 12/9/2002 | 145 | 8/7/2006 |
| 8 | 1/23/1994 | 54 | 2/14/2000 | 100 | 12/9/2002 | 146 | 8/7/2006 |
| 9 | 4/24/1994 | 55 | 2/14/2000 | 101 | 12/9/2002 | 147 | 8/7/2006 |
| 10 | 6/21/1994 | 56 | 2/14/2000 | 102 | 12/9/2002 | 148 | 8/7/2006 |
| 11 | 8/11/1994 | 57 | 2/28/2000 | 103 | 12/9/2002 | 149 | 8/7/2006 |
| 12 | 8/12/1994 | 58 | 3/13/2000 | 104 | 12/9/2002 | 150 | 8/7/2006 |
| 13 | 1/11/1995 | 59 | 4/1/2000 | 105 | 12/9/2002 | 151 | 8/14/2006 |
| 14 | 8/1/1995 | 60 | 4/2/2000 | 106 | 12/9/2002 | 152 | 8/14/2006 |
| 15 | 10/2/1995 | 61 | 4/10/2000 | 107 | 12/9/2002 | 153 | 9/25/2006 |
| 16 | 10/2/1995 | 62 | 4/24/2000 | 108 | 12/9/2002 | 154 | 3/19/2007 |
| 17 | 10/2/1995 | 63 | 5/1/2000 | 109 | 4/7/2003 | 155 | 3/19/2007 |
| 18 | 10/17/1995 | 64 | 5/9/2000 | 110 | 4/7/2003 | 156 | 3/19/2007 |
| 19 | 1/29/1996 | 65 | 5/22/2000 | 111 | 4/7/2003 | 157 | 3/19/2007 |
| 20 | 3/14/1996 | 66 | 6/12/2000 | 112 | 4/7/2003 | 158 | 3/19/2007 |
| 21 | 4/15/1996 | 67 | 6/26/2000 | 113 | 4/7/2003 | 159 | 3/19/2007 |
| 22 | 8/13/1996 | 68 | 7/10/2000 | 114 | 4/7/2003 | 160 | 3/19/2007 |
| 23 | 9/4/1996 | 69 | 7/10/2000 | 115 | 6/4/2003 | 161 | 3/19/2007 |
| 24 | 9/30/1996 | 70 | 7/24/2000 | 116 | 8/25/2003 | 162 | 6/11/2007 |
| 25 | 10/28/1996 | 71 | 7/31/2000 | 117 | 8/25/2003 | 163 | 6/11/2007 |
| 26 | 10/28/1996 | 72 | 8/4/2000 | 118 | 8/25/2003 | 164 | 6/11/2007 |
| 27 | 12/21/1996 | 73 | 9/11/2000 | 119 | 8/25/2003 | 165 | 6/11/2007 |
| 28 | 12/21/1996 | 74 | 10/23/2000 | 120 | 8/25/2003 | 166 | 6/11/2007 |
| 29 | 2/7/1997 | 75 | 11/20/2000 | 121 | 8/25/2003 | 167 | 6/11/2007 |
| 30 | 5/8/1997 | 76 | 12/26/2000 | 122 | 8/22/2004 | 168 | 6/11/2007 |
| 31 | 6/10/1997 | 77 | 12/26/2000 | 123 | 2/13/2005 | 169 | 6/11/2007 |
| 32 | 6/30/1997 | 78 | 2/5/2001 | 124 | 2/13/2005 | 170 | 6/11/2007 |
| 33 | 9/24/1997 | 79 | 11/19/2001 | 125 | 2/13/2005 | 171 | 6/11/2007 |
| 34 | 9/27/1997 | 80 | 11/30/2001 | 126 | 2/13/2005 | 172 | 6/11/2007 |
| 35 | 2/2/1998 | 81 | 12/1/2001 | 127 | 4/2/2005 | 173 | 6/11/2007 |
| 36 | 3/15/1998 | 82 | 2/19/2002 | 128 | 4/2/2005 | 174 | 6/11/2007 |
| 37 | 3/16/1998 | 83 | 2/19/2002 | 129 | 4/2/2005 | 175 | 6/11/2007 |
| 38 | 9/8/1998 | 84 | 3/25/2002 | 130 | 4/2/2005 | 176 | 6/11/2007 |
| 39 | 9/8/1998 | 85 | 3/25/2002 | 131 | 9/10/2005 | 177 | 6/11/2007 |
| 40 | 6/8/1998 | 86 | 3/25/2002 | 132 | 9/10/2005 | 178 | 6/11/2007 |
| 41 | 10/23/1998 | 87 | 5/20/2002 | 133 | 9/10/2005 | 179 | 6/11/2007 |
| 42 | 11/13/1998 | 88 | 5/20/2002 | 134 | 9/10/2005 | 180 | 6/11/2007 |
| 43 | 2/15/1999 | 89 | 5/20/2002 | 135 | 11/19/2005 | 181 | 6/11/2007 |
| 44 | 3/29/1999 | 90 | 5/20/2002 | 136 | 12/29/2005 | 182 | 6/12/2007 |
| 45 | 5/3/1999 | 91 | 9/23/2002 | 137 | 7/9/2006 | 183 | 7/9/2007 |
| 46 | 8/1/1999 | 92 | 12/9/2002 | 138 | 7/10/2006 | 184 | 7/9/2007 |

Florence AKAL Security Seniority List (Cont'd)

| Hire date Custody officer | |
|------------------------------|------------|
| 185 | 7/9/2007 |
| 186 | 7/9/2007 |
| 187 | 7/9/2007 |
| 188 | 7/9/2007 |
| 189 | 7/9/2007 |
| 190 | 7/9/2007 |
| 191 | 7/9/2007 |
| 192 | 7/9/2007 |
| 193 | 7/9/2007 |
| 194 | 7/9/2007 |
| 195 | 7/9/2007 |
| 196 | 7/9/2007 |
| 197 | 7/9/2007 |
| 198 | 7/9/2007 |
| 199 | 7/9/2007 |
| 200 | 7/9/2007 |
| 201 | 7/9/2007 |
| 202 | 7/9/2007 |
| 203 | 7/30/2007 |
| 204 | 7/30/2007 |
| 205 | 7/30/2007 |
| 206 | 7/30/2007 |
| 207 | 7/30/2007 |
| 208 | 7/30/2007 |
| 209 | 8/20/2007 |
| 210 | 8/20/2007 |
| 211 | 8/20/2007 |
| 212 | 8/20/2007 |
| 213 | 11/26/2007 |
| 214 | 11/26/2007 |
| 215 | 11/26/2007 |
| 216 | 11/26/2007 |
| 217 | 6/3/2008 |
| 218 | 6/3/2008 |
| 219 | 6/3/2008 |
| 220 | 6/9/2008 |
| 221 | 6/9/2008 |
| 222 | 6/9/2008 |
| 223 | 7/14/2008 |
| 224 | 7/14/2008 |
| 225 | 7/14/2008 |
| 226 | 8/18/2008 |
| 227 | 8/18/2008 |
| 228 | 8/18/2008 |
| 229 | 8/18/2008 |
| 230 | 10/27/2008 |

| Hire date Custody officer | |
|------------------------------|------------|
| 231 | 10/27/2008 |
| 232 | 10/27/2008 |
| 233 | 10/27/2008 |
| 234 | 10/27/2008 |
| 235 | 10/27/2008 |
| 236 | 11/30/2008 |
| 237 | 12/1/2008 |
| 238 | 12/14/2008 |
| 239 | 1/12/2009 |
| 240 | 1/12/2009 |
| 241 | 1/12/2009 |
| 242 | 1/12/2009 |
| 243 | 1/12/2009 |
| 244 | 1/12/2009 |
| 245 | 1/12/2009 |

| Hire date Custody Officer part time | |
|---|-----------|
| 1 | 5/20/1991 |
| 2 | 5/27/1994 |
| 3 | 5/29/1996 |
| 4 | 7/1/1996 |
| 5 | 4/2/2000 |
| 6 | 4/7/2003 |
| 7 | 8/25/2003 |
| 8 | 5/8/2004 |
| 9 | 5/8/2004 |
| 10 | 4/2/2005 |
| 11 | 7/1/2005 |
| 12 | 9/10/2005 |
| 13 | 9/10/2005 |
| 14 | 4/8/2007 |
| 15 | 4/25/2008 |
| 16 | 7/6/2008 |

| Hire date Custody Officer Lieutenant | |
|--|-----------|
| 1 | 2/14/2000 |
| 2 | 12/9/2002 |
| 3 | 4/7/2003 |
| 4 | 4/7/2003 |
| 5 | 4/7/2003 |
| 6 | 8/25/2003 |
| 7 | 4/2/2005 |
| 8 | 3/19/2007 |
| 9 | 6/11/2007 |
| 10 | 6/11/2007 |
| 11 | 7/9/2007 |
| 12 | 7/9/2007 |
| 13 | 7/9/2007 |

| Custody officer Capitan | |
|----------------------------|-----------|
| 1 | 7/10/2000 |
| 2 | 6/8/2008 |

| Administration Assistant | |
|-----------------------------|-----------|
| 1 | 7/14/2007 |

| Training Officer | |
|------------------|----------|
| 1 | 7/2/2003 |

| Project Manager | |
|-----------------|-----------|
| 1 | 8/27/2008 |

ATTACHMENT 5

**DELIVERABLES
(DETENTION & TRANSPORTATION SERVICE)**

FLORENCE SERVICE PROCESSING CENTER

**ATTACHMENT 5 – DELIVERABLES OF WRITTEN DOCUMENTATION
DETENTION/TRANSPORTATION**

One hard copy of each deliverable shall be submitted to the Contracting Officer and the COTR, as described in the “Delivery/Days after Award Column”.

| ITEM | DESCRIPTION | SECTION-C SUBSECTION | DELIVERY/DAYS AFTER AWARD | NO. OF COPIES |
|-------------|--|-------------------------------------|---|--------------------------|
| A001 | Quality Control Plan | Subsection 1 Item A | Within 30 days of award and upon request | 1 |
| A002 | Copy of the document stating that the employee has received and reviewed the Policy and Procedures Manual | Subsection 1 Item C | Prior to EOD | 1 |
| A003 | Written policy and procedures for reporting security, safety, health, welfare or injury incidents | Subsection 1 Item C | Within 24 hours of occurrence | 1 |
| A004 | Staffing Plan | Subsection 1 Item E | Within 30 days of award and upon request | 1 |
| A005 | Resumes of Key Personnel | Subsection 1 Item E | COTR written approval before employee EOD | 1 |
| A006 | Organizational Chart | Subsection 1 Item E | Within 15 days of award | 1 |
| A007 | Training Plan | Subsection 1 Item G | 30 days after contract award and before contract performance begins | 2 |
| A008 | Employee's certifications that they have read and understand the standards of conduct | Subsection 2 Item A | Prior to EOD | 1 |
| A009 | Copy of Standards of conduct and corresponding disciplinary actions | Subsection 2 Item A | Prior to EOD | 1 |
| A010 | Report of employee(s) in violation or attempt to violate standards of conduct | Subsection 2 Item A | Immediately provide a verbal report and follow-up with a written report | 1 |
| A011 | Medical examination conducted by a licensed physician | Subsection 2 Item C | 30 days prior to initial assignment | 1 |
| A012 | Notification of change in employee's health status | Subsection 2 Item C | Immediately | 1 |
| A013 | Initial employment - Drug test results | Subsection 3 Section H Item C | Submitted 21 calendar days after receipt of an applicant personnel suitability packet | 1 |
| A014 | Random drug-screening program | Subsection 2 Item D | Within 30 days of award | 1 |
| A015 | Random drug-screening results | Subsection 2 Item D | Immediately | 1 |
| A016 | Contraband control program | Subsection 2 Item E | Within 30 days of award | 1 |
| A017 | Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency | Subsection 2 Item F | Immediately provide a verbal report and follow-up with a written report | 1 |
| A018 | Report of any on contract employee misconduct | Subsection 2 Item A | Immediately provide a verbal report and follow-up with a written report | 1 |
| A019 | Personnel files | Subsection 2 Item J | Upon request | 1 |

| | | | | |
|------|--|-------------------------------------|---|---|
| A020 | Uniform approval by COTR | Subsection 2 Item K | Prior to contract performance begins | 1 |
| A021 | Certification that each contract employee has been issued approved uniforms and credentials | Subsection 2 Item K, Para 1 & 2 | Prior to EOD | 1 |
| A022 | Registrations, commissions, permits, or licenses for each uniformed employee | Subsection 2 Item L | Prior to EOD | 1 |
| A023 | Detention Officer Assignment Roster | Subsection 2 Item N | Posted 24 hours in advance | 1 |
| A024 | Report of employees actually on duty with post assignments | Subsection 2 Item N | Upon request by COTR | 1 |
| A025 | Log Books | Subsection 4 Item D | Upon request by COTR | 1 |
| A026 | Monthly Training status reports | Subsection 3 Item E | Monthly | 1 |
| A027 | Drug test results | Subsection 3 Section H Item C | Submitted 21 calendar days after receipt of an applicant personnel suitability packet | 1 |
| A028 | E-QIP Security Process | Subsection 3 | Prior to EOD | 1 |
| A029 | Training Program | Subsection 1.G | 30 days after contract award and before contract performance begins | 1 |
| A030 | Physical force incident Report | Subsection 5 Item M | Immediately provide a verbal report and follow-up with a written report prior to end of shift | 1 |
| A031 | Written report for escapes | Subsection 5 Item Q | Immediately verbal report and follow-up with a written report prior to end of shift | 1 |
| A032 | Evacuation Plan | Subsection 7 Item B | 30 days after contract award and before contract performance begins | 1 |
| A033 | Injury, illness, physical harm or threat to safety, health or welfare | Subsection 7 Item C | Immediately and follow-up within 24 hours of incident | 1 |
| A034 | Firearms - a complete listing of licensed firearms by serial numbers and by each safe location | Subsection 8 Item D | Prior to contract performance start date | 1 |
| A035 | Appropriate State and municipality permits and weapons permit for each officer | Subsection 8 Item D | Three working days prior to the anticipated assignment date of any individual | 1 |
| A036 | Firearms training | Subsection 8 Item D | Prior to EOD or performance of duty involving firearms | 1 |

ATTACHMENT 6

**DELIVERABLES
(FOOD SERVICE)**

FLORENCE SERVICE PROCESSING CENTER

**DELIVERABLES OF WRITTEN DOCUMENTATION FOR
FOOD SERVICE**

| DELIVERABLE | DUE DATE | PWS PARAGRAPH # |
|---|--|-----------------|
| Work and Assignment Sheet | Weekly | 5.3 |
| Prime Vendor/Food Service Expenditures | Monthly and Quarterly | 3.9.2 |
| Number of Meals Served | | |
| Daily Meal Count | | |
| Budget Requirements | Annually /Quarterly Must be completed by end of 3 rd quarter | 3.9.1 |
| 10 Holiday Menus | Annually | 3.1.1 |
| 35 Day Menu – Regular Diet | Monthly | 3.1.1 |
| 14 Day Menu – Common Fare | Monthly | 3.1.1 |
| Detainee Special Needs | Daily | 3.1.1 |
| Daily Diet List-Medical | Daily | 3.3.9 |
| Daily Diet List –Religious | | 3.3.10 |
| Daily Time Sheet | Daily | 5.3 |
| Cleaning Schedule | Weekly | 3.6 |
| Weekly Inventory/Log Sheet (Food) | Weekly | 3.9 |
| Tool Cabinet Inventory Class A and Class B | At beginning of the day and at the end of each shift | 3.8.1 |
| Equipment Inventory | Annually | 4.3 |
| Daily Meal Count | Per meal | 3.9.2 |
| Regular Tool Control Log | Monthly | 3.8.1 |
| Food Service Weekly Inspection Log (ACA) (Maintain and submit to the FOD or designee) | Weekly | 3.6.1 |
| Food Handler Certification (Maintain) | As required of new employees | 5.6 |
| Detainee Volunteer Work Program Training Form (If detainees are used) | As required Training Roster Daily | 9.8 |
| Serving Line Temperature Report | Per meal | 3.3.4 |
| ACA Temperature Log Report (Refrigerators and Freezers) | Three (3) times per day | 3.2.3 |
| Daily Sanitation Checklist | Two (2) times per day | 3.6 |
| Maintenance Service Work Order Form | As required | 4.2 |
| Common Fare Cost for Detainee | Quarterly | 3.9.2 |
| Non-Edible Supply Usage (Equipment and Supplies) | Monthly | 3.9.3 |
| Authorized Detainee Workers List (Maintain) | Daily | 9.7 |
| Safety Devices/Equipment Training | Quarterly | 5.6 |

Clarification for the due dates is provided as follows: Daily: in the evening; Weekly: every Monday; Monthly: on the 15th of each month.

**DELIVERABLES OF WRITTEN DOCUMENTATION FOR
FOOD SERVICE**

| Food and Non-food Inventory | Monthly | 3.2.1 |
|--|-------------|--------------------|
| Detainee Screening Form (Request form) (Maintain) | As required | 9.8 |
| DELIVERABLE | DUE DATE | PWS PARAGRAPH # |
| 5 Week Menu Cycle (as served) | Monthly | 3.1.1 |
| End of Month Cost Report (including cost per meal, per detainee) | Monthly | 3.9.1 |
| Daily Food Usage Report | Daily | 3.9.2 |
| Chemical Inventory Sheet | Per usage | 3.6.10 |
| Post Orders/Assignments (Every employee position) | Annually | 5.3 |

Clarification for the due dates is provided as follows: Daily: in the evening; Weekly: every Monday; Monthly: on the 15th of each month.

ATTACHMENT 7

PERFORMANCE REQUIREMENTS SUMMARY
FLORENCE SERVICE PROCESSING CENTER

Exhibit 1
Performance Work Statement for Food Service
Performance Requirements Summary

Exhibit 1: Performance Requirements Summary

| PWS Ref | Requirement (Desired Outcome) | Performance Objective (Required Service) | Performance Standard (PS) | Acceptable Quality Level (AQL) | Monitoring Method | Incentive |
|---------|-------------------------------|--|-----------------------------------|--------------------------------|---|--|
| 3.0 | Services | Services provided meet or exceed the standards identified in Section 2.0, Applicable Directives | Timeliness > 95% Quality > 95% | 90% Timeliness 90% Quality | COTR's periodic inspection of services provided and review of customer satisfaction feedback. | Positive reference for meeting or exceeding performance level. |
| 8.0 | Deliverables | All deliverables provided in support of the requirements will be current, complete and accurate, free of spelling and grammatical errors and submitted timely in accordance with the chart in Section 11.0, Deliverables | Timeliness > 95% Quality > 95% | 90% Timeliness 90% Quality | Government monthly inspection and acceptance of Deliverables identified in the PWS | Positive Reference for meeting or exceeding performance level |
| All | Management & Oversight | Management operates the food service function with a high degree of technical expertise, responds well to contingencies, and is well regarded inside and outside the facility. | Timeliness > 95% Quality > 95% | 90% Timeliness 90% Quality | FOD, Director of Operations, COTR and other Detention Facility management observation or customer satisfaction feedback | Positive reference for meeting or exceeding performance level |

Attachment A- Performance Requirements Summary

| FUNCTIONAL AREA/ WEIGHT | PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS) | PERFORMANCE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|--|--|---|--|---|---|
| Safety (20%) (Addresses a safe work environment for staff, volunteers, contractors and detainees) | PBNDS references: 1. Emergency Plans; 2. Environmental Health and Safety; 3. Transportation (by Land). SOW references: 1. I-J-4 Armed Transportation Services 2. 4-J Control of Chemicals 3. 7-A Disturbances and safety 4. 7-B Evacuation plan 5. Food Service 3.6 Cleaning and sanitation | Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the attached performance monitoring tool Monthly review of corrective action plan results Ad-hoc reviews as needed CDRs Periodic reviews in accordance with the contract performance monitoring tool (see attached) | Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the attached performance monitoring tool Monthly review of corrective action plan results Ad-hoc reviews as needed CDRs | Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP) | A Contract Discrepancy Report that cites violations of cited PBNDS and SOW(contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section. |
| Security (25%) (Addresses protect the community, staff, contractors, volunteers, and detainees from) | PBNDS references: 1) Admission and Release; 2) Classification System; 3) Contraband; 4) Facility Security and | Performance measures are reflected in the monitoring instrument that accompanies each | Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard | Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP) | A Contract Discrepancy Report that cites violations of PBNDS and SOW(contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, |

| FUNCTIONAL AREA/ WEIGHT | PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS) | PERFORMANCE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|----------------------------|--|--|--|-----------------------------|---|
| harm) | <p>Control;</p> <p>5) Funds and Personal Property;</p> <p>6) Hold Rooms in Detention Facilities;</p> <p>7) Key and Lock Control;</p> <p>8) Population Counts;</p> <p>9) Post Orders;</p> <p>10) Searches of Detainees;</p> <p>11) Sexual Abuse and Assault Prevention and Intervention;</p> <p>12) Special Management Units;</p> <p>13) Staff-Detainee Communication;</p> <p>14) Tool Control;</p> <p>15) Use of Force and Restraints.</p> <p>SOW References:</p> <p>1) 1-I-5 Detention Services (Stationary)</p> <p>2) I-I-7 Effectuating Departure of Detainees</p> <p>3) I-I-8 Establish and maintain a program for prevention of sexual abuse/assault</p> <p>4) 2-E Contraband program and inspection</p> <p>5) 4-(except for J, O, P, and U) Facility Security and Control except for control of chemicals, intelligence information,</p> | <p>standard or in the supplemental performance monitoring tool issued by the COTR</p> <p>Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Periodic reviews in accordance with the contract performance monitoring tool (see attached)</p> | <p>upon the performance standard</p> <p>Periodic reviews in accordance with the attached performance monitoring tool</p> <p>Monthly review of corrective action plan results</p> <p>Ad-hoc reviews as needed</p> <p>CDRs</p> | | <p>permits the Contract Officer to withhold or deduct up to 25% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p> |

| FUNCTIONAL AREA/ WEIGHT | PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS) | PERFORMANCE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|--|---|--|---|--|---|
| | <p>lost and found, and correspondence and other mail</p> <p>6) 8-D Firearms for armed detention services</p> <p>7) 8-E Body Armor</p> <p>8) Food Service 3.8 Keys, knife and tool control</p> | | | | |
| Order (10%) (Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability) | <p>PBNDS references:</p> <p>1) Disciplinary System.</p> <p>SOW references:</p> <p>1. 5 Detainee Rights, Rules, Discipline, and Privileges</p> | <p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <p>Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Periodic reviews in accordance with the attached performance monitoring tool</p> <p>Monthly review of corrective action plan results</p> <p>Ad-hoc reviews as needed</p> <p>CDRs</p> <p>Periodic reviews in accordance with the contract performance monitoring tool (see attached)</p> | <p>Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Periodic reviews in accordance with the attached performance monitoring tool</p> <p>Monthly review of corrective action plan results</p> <p>Ad-hoc reviews as needed</p> <p>CDRs</p> | <p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p> | <p>A Contract Discrepancy Report that cites violations of PBNDS and SOW(contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p> |

| FUNCTIONAL AREA/ WEIGHT | PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS) | PERFORMANCE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|--|---|--|--|---|---|
| Care (25%) (Addresses contractor responsibility to provide for the basic needs and personal care of detainees) | PBNDS references: 2) Food Service; 3) Hunger Strikes; 4) Medical Care; 5) Personal Hygiene; 6) Suicide Prevention and Intervention; 7) Terminal Illness, Advanced Directives, and Death. SOW references: 1. 7-C Injury, illness, and reports involving detainees 2. 7-E Medical requests 3. 7-F Hospitalization of detainees 4. 7-G Emergency medical evacuation 5. 7-H Provide for special needs of female adult population 6. 7-I Managing detainee death or injury 7. 7-J Sanitation and hygienic living conditions 8. Food Services Sections 1.0, 2.0, and 3.0 except for 3.6 and 3.8; Scope, Applicable Directives, and Performance Requirements except for Cleaning/Sanitation and Keys/knife/tool control | Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR | Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the attached performance monitoring tool | Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP) | A Contract Discrepancy Report that cites violations of PBNDS and SOW(contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to 25% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section. |

| FUNCTIONAL AREA/ WEIGHT | PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS) | PERFORMANCE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|--|--|--|--|---|---|
| | | | | | |
| Activities (10%) (Addresses contractor responsibilities to reduce the negative effects of confinement) | PBNDS references: 1) Correspondence and Other Mail; 2) Escorted Trips for Non-Medical Emergencies; 3) Marriage Requests; 4) Recreation; 5) Religious Practices; 6) Telephone Access; 7) Visitation; 8) Voluntary Work Program. SOW references: 1) 4-U Correspondence and other mail 2) 6 Work Details 3) 8-F Detainee telephone system | Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the attached performance monitoring tool Monthly review of corrective action plan results Ad-hoc reviews as needed CDRs | Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the attached performance monitoring tool Monthly review of corrective action plan results Ad-hoc reviews as needed CDRs | Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP) | A Contract Discrepancy Report that cites violations of PBNDS and SOW(contract) sections that reduce the negative effects of confinement, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section. |

| FUNCTIONAL AREA/ WEIGHT | PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS) | PERFORMANCE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|---|---|--|--|---|---|
| Justice (0%) (Addresses contractor responsibilities to treat detainees fairly and respect their legal rights-At this Service Processing Center, performance of the applicable PBNDS are the responsibility of ICE and are not the responsibility of the service provider) | PBNDS references: 1) Detainee Handbook; 2) Grievance System; 3) Law Libraries and Legal Materials; 4) Legal Rights Group Presentations. SOW references: 1) None | Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR | Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the attached performance monitoring tool Monthly review of corrective action plan results Ad-hoc reviews as needed CDRs | Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP) | A Contract Discrepancy Report that cites violations of PBNDS and SOW sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to zero% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section. |
| Administration and Management (10%) (Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements) | PBNDS references: 1) Detention Files; 2) News Media Interviews and Tours; 3) Staff Training; 4) Transfer of Detainees; 5) Definitions. SOW references: 1) I-A Quality Control Plan 2) I-B Quality Assurance Surveillance Plan 3) I-C Contractor's Employee Manual 4) I-D ICE Operations Manual 5) I-E Facility Staffing Plan and Key | Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR | Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the attached performance monitoring tool Monthly review of corrective action plan results Ad-hoc reviews as needed CDRs | Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP) | A Contract Discrepancy Report that cites violations of PBNDS and SOW sections that require the service provider to administer and manage the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section. |

| FUNCTIONAL AREA/ WEIGHT | PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS) | PERFORMANCE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|----------------------------|--|------------------------|---------------------------|-----------------------------|-------------------------|
| | Personnel 6) I-F Employee Standards 7) I-G Training Program 8) I-I-6 Notification and Public Disclosures 9) II- A through N except D-Personnel except for Contraband Program and Inspection 10) III-Training 11) IV-O Intelligence Information 12) IV-P Lost and Found 13) VII-C Injury Illness and Reports for persons other than detainees 14) VII-D Protection of employees 15) Food Services sections 4.0 through 11.0 | | | | |

Attachment B - Contract Discrepancy Report

| CONTRACT DISCREPANCY REPORT | | 1. CONTRACT NUMBER | |
|--|--------------------------------|-------------------------|-----------------|
| Report Number: | | Date: | |
| 2. TO: (Contractor and Manager Name) | | 3. FROM: (Name of COTR) | |
| DATES | | | |
| CONTRACTOR NOTIFICATION | CONTRACTOR RESPONSE DUE BY | RETURNED BY CONTRACTOR | ACTION COMPLETE |
| 4. DISCREPANCY OR PROBLEM (<i>Describe in Detail; Include reference in PWS / Directive; Attach continuation sheet if necessary.</i>) | | | |
| 5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) | | | |
| 6. TO: (COTR) | 7. FROM: (<i>Contractor</i>) | | |
| 8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENT. ATTACH CONTINUATION SHEET IF NECESSARY. (<i>Cite applicable Q.A. program procedures or new A.W. procedures.</i>) | | | |
| 9. SIGNATURE OF CONTRACTOR REPRESENTATIVE | | 10. DATE | |
| 11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: (<i>Acceptable response/plan, partial acceptance of response/plan, rejection; attach continuation sheet if necessary</i>) | | | |
| 12. GOVERNMENT ACTIONS (<i>Payment withholding, cure notice, show cause, other.</i>) | | | |
| CLOSE OUT | | | |
| CONTRACTOR NOTIFIED | NAME AND TITLE | SIGNATURE | DATE |
| | COTR | | |
| CONTRACTING OFFICER | | | |

ATTACHMENT 8

GOVERNMENT FURNISHED PROPERTY LIST
FLORENCE SERVICE PROCESSING CENTER

Printers- 9 located in areas that require computers to complete necessary work. These are computers primarily utilized by the contractor although some are shared with government employees and access to other computers on a needed basis is authorized. 5 copy machines located throughout the facility for use as needed. Security screening equipment- 1 bag screening machine, 2 walk through metal detectors, 8 hand held metal detectors, and 3 under vehicle inspection mirrors. Communication equipment- 3 base station radios, telephones located at each post and throughout the facility.

Management/training office area- 1 modular unit with 3 rooms 11X11, one room 21x16 and one room 23X13.

Work areas- desks, chairs, log books, and office supplies needed to complete necessary work.

Cleaning Supplies- all cleaning supplies authorized within the facility.

Emergency equipment- first aid kits, emergency flashlights, spill kits, fire extinguishers, etc.

Processing equipment- 2 card laminators, 2 wrist band laminators, 5 wrist band crimpers, file folders, 2 paper cutters, 2&3 paper hole punchers.

FLORENCE DETENTION CENTER

KITCHEN EQUIPMENT INVENTORY

| Nomenclature | Model number | QTY | Serial Number | INS/ICE | |
|---|--------------|--------|---------------|-----------------|------------------------|
| | | | | Sensitive Tag # | U.S. Govt tag # (blue) |
| 1 Southbend Oven | GS/25SC | | 08J75494 | | |
| 2 Southbend Oven | GS/25SC | | 08J75496 | | |
| 3 Hobart Mixer | M802 | | 31-1329-244 | CS337344 | |
| 4 Hobart Mixer | M802 | | 11-366-320 | WS33763 | |
| Wells MFG. Serving Line | 5001DM | | NAL1222 | | |
| 6 Volcan Tilt Skillet | | | | | |
| Groen Steam 7 Kettle | AH/1E-60 | | 63274 | CS337339 | |
| Groen Steam 8 Kettle | AH/1E-60 | | 65360 | WS124222 | |
| 9 Groen Tilt Skillet | M-406 | | J87518-1-1 | | |
| Victory Warming 10 Cabinet | HIS-ID-7 | | CS337342 | | |
| Victory Warming 11 Cabinet | HIS-ID-7 | | CS337343 | | |
| 12 Fry Master | FPH450BLBLSC | | 04101F0041 | CS337325 | |
| 13 Garland Stove | | | | CS337340 | |
| Hobart Dishwash 14 Pump | TW11 | | 23-1070438 | | |
| 15 Somat | | | | | |
| Insink Orator 16 (cutting room) | SS200 | | | | |
| 17 Can Lid Box | | | | | |
| 18 Insink Orator | SS100-29 | | XG-361873 | | |
| Hobart Meat Slicer 19 Prep room | 2912 | | 56-1219-084 | WS124484 | |
| Hobart Food 20 Processor | HCM 450 | | 31385606 | WS33759 | |
| Food Processor 21 Robot Coupe | | | 85011779 | | |
| 22 Buffer | | | | | |
| Ice Machine 23 Manitowac (in kitchen) | | | 5970 | | |
| Hot/Cold Cart 24 Jones Zylon | | 1 each | | | |
| Cafeteria folding 25 tables | | 18ea | | | |
| S/S Beverage 26 Counter (Craig) | | 2ea | | | |
| Staff dining table 27 | | 4ea | | | |
| Staff dining chairs 28 | | 6ea | | | |
| Microwave 29 Panasonic | PSO II | 1ea | NE 17805 | | |
| SS/Shelves 30 Refrigerator | | 6ea | | | |

FLORENCE DETENTION CENTER

KITCHEN EQUIPMENT INVENTORY

| | | | | | | |
|----|-----------------------------|-----|------|-------|--|------------------|
| 31 | Food Rack (Sheet Pan) | | 2ea. | | | |
| 32 | S/S Cart | | 1ea | | | |
| 33 | Can lid safe | | 1ea | | | |
| 34 | Can Opener | 203 | | 72884 | | |
| 35 | Restricted tool cabinet S/S | | 1ea | | | |
| 36 | File Cabinet 3 draw | | 2ea | | | |
| 37 | Employee Locker 2 high | | 6ea | | | |
| 38 | Ladder 6ft | | 1ea | | | |
| 39 | Ladder 4ft | | 1ea | | | |
| 40 | S/S Counter 6ft | | 1ea | | | |
| 41 | S/S Cart (3 shelf mobile) | | 1ea | | | |
| 42 | Wire Rack | | 1ea | | | |
| | | | | | | Revised 01/05/09 |

FLORENCE, AZ DETENTION CENTER**ITEMS****INVENTORIED**

| | |
|---|------|
| Food warmer shelving's | 22ea |
| Cambro Condiment & juice cart | 1ea |
| Serving line S.S. | 1ea |
| White cutting board | 6ea |
| Salad Bar containers CP27 | 10ea |
| Pexy Glass for serving line | 1ea |
| Shop Vac. | 1ea |
| Extension cord 50ft | 1ea |
| Extension cord 25ft | 1ea |
| Waste Cans wheelie | 2ea |
| Juice Machine trays | 4ea |
| Power Washer | 1ea |
| Fry Master fryer manual pump | 1ea |
| Wax applicator yellow | 12ea |
| Wax applicator White | 8ea |
| Wax applicator red | 7ea |
| Cambro food transporting container | 6ea |
| Cambro Beverage container Small | 7ea |
| Cambro Beverage container Med | 8ea |
| Cambro Beverage container Large | 1ea |
| Lexon 6" | 5ea |
| Full size metal lids | 26ea |
| Half size metal lids | 21ea |
| Half size metal pans 6" ht | 16ea |
| Half size metal pans 8" ht | 12ea |
| Half size metal pans 4" ht | 2ea |
| Full size metal pans 6" ht | 10ea |
| Full size metal pans 4" ht | 8ea |
| Full size metal pans 3" ht | 10ea |
| Roasting metal pans 6" ht | 1ea |
| Roasting metal pans 4" ht | 2ea |
| Roasting metal pans 3" ht | 3ea |
| File Cabinet | 3ea |
| Large sauce/soup pans | 4ea |
| Mixing bowl lg. | 2ea |
| Igloo ice chest | 4ea |
| Plastic utility cart | 6ea |
| Metal utility cart | 2ea |
| Meat slicer | 1ea |
| Food transportation cabinet stainless steel | 1ea |
| Beverage stations sliding doors | 7ea |
| Flat cart | 3ea |
| Metal drain filter | 2ea |
| Tilt skillet pan holder | 1ea |
| Floor rubber mats | 11ea |

ATTACHMENT 9

E-QIP INSTRUCTIONS AND FORMS

FLORENCE SERVICE PROCESSING CENTER



Version 1.07

e-QIP Checklist

Please complete each step below before submitting your e-QIP forms!

Setup Steps

- IBM Compatible Computer
- Need Adobe Acrobat 7.0
- Enable Web Browser & TLS 1.0

Helpful Hints/Actions

MacIntosh is not compatible
Download at www.adobe.com
Refer to e-QIP Quick Reference Guide

STEP 1 - e-QIP Navigation

- Log on to www.opm.gov/e-qip.
 - Click on Enter e-QIP applicant site
 - A "browser checker" will test your computer's compatibility.
 - You will be prompted to change the TLS settings, if necessary.
 - If you are ready to proceed, click "Continue."
- Enter your social security number and click "submit".
- Single click on box that states: "Allow me to see my Golden Answers as I type them."
 - If you change your Golden Questions, make sure that you can remember the answers to those questions.
- Enter golden questions:
 - In what city were you born?
 - What is your last name?
 - In what year were you born?

Answer golden questions:

*Enter: Unknown
Make sure first letter is Capitalized
Enter: Four-digit year: _____

If you tried entering unknown and you get an error message, then enter in your actual city of birth.

If you do not remember the answers to these questions, you must contact our office to have your Golden Questions reset.

If you previously completed the e-QIP version of the SF-86 form, you will be prompted to answer the Golden Questions that you selected previously.

STEP 2 - Data Entry

Enter data and save

- If you receive errors or warnings, check for the following:
 - Look for gaps and/or missing information, and then make additions or corrections.
 - Other problems – see Quick Reference Guide

STEP 3 - Validate, Review & Certify

- Validate and review**
 - Use navigation pull-down menu and select validate, review and certify.
 - Correct all errors at this point (if any).
 - Select GO.
- Certify**
 - Single click “Certify Investigation Request” button.

STEP 4 - Certify My Answers are True

- Certify My Answers are True**
 - Go to navigation menu, select “Certify That My Answers Are True”
 - Click GO. (This locks your answers)

STEP 5 - Display & Print

- Step One: Display archival copy
- Step Two: Print 3 sets of the archival copy
- Step Three: Display the signature forms
- Step Four: Print 3 copies of the signature forms, then sign and date the forms

STEP 6 - Release to Agency

- Click button to “Release Request/Transmit to Agency”

**You will not be able to access e-QIP after this point, and
your golden questions will change to invalid questions.**

STEP 7 - Send Forms to Agency

- Send required number of copies (review letter for number of copies you need to submit) of your e-QIP archival Copy and signature forms (signed and dated) with your other pre-employment forms to the Office of Professional Responsibility, Personnel Security Unit, Laguna Niguel CA .

For technical support: Refer to the e-QIP Quick Reference Guide first, then for computer technical problems only, call the OPM Help Line: 1-866-631-3019.

ELECTRONIC QUESTIONNAIRES FOR INVESTIGATIONS PROCESSING



Version 1.07

*

QUICK REFERENCE GUIDE FOR THE APPLICANT



U.S. Immigration and Customs Enforcement (ICE)
Office of Professional Responsibility
Personnel Security Unit

Questions? Please contact:

Department of Homeland Security
U.S. Immigration and Customs Enforcement
1-866-731-5039

E-mail:

Web Browser Requirements

(b)(7)(E)

e-QIP is also compatible with [Netscape Navigator](#), version 6.1 or later. If you are using [JAWS](#) screen-reading software, please note that JAWS requires the use of Internet Explorer, version 5.5 or later.

Getting Started

(b)(7)(E)

(b)(7)(E)

Choosing Your Golden Questions/Answers

It is YOUR RESPONSIBILITY to provide and remember Golden Questions unique to you. Golden Questions enable *e*-QIP to verify your identity. Create a combination of Golden Questions that only you can know the correct answers to in order to assure that no one can attempt to impersonate you on the *e*-QIP system. Please carefully consider who else may possibly know the answer to each possible Golden Question you enter. Please remember that it may be 5 years before you return to the *e*-QIP system for a future reinvestigation.

Entering Your Golden Questions/Answers

(b)(7)(E)

Entering Your Data

(b)(7)(E)

Displaying Your Data

(b)(7)(E)

Validating Your Data

(b)(7)(E)

Listing Expected Attachments

(b)(7)(E)

Certifying Your Data

(b)(7)(E)

ADDENDUM TO REVISED FORM 86 – “QUESTIONNAIRE FOR NATIONAL SECURITY POSITIONS”

Some of the questions on the revised SF-86 specify a time frame, or investigative scope of seven (7) years. This time frame is not consistent with the National Security Directive (NSD) 63, “Single Scope Background Investigations”, dated October 21, 1991. Accordingly, the Office of Personnel Management has issued interim instructions that require a ten (10) year time frame for specific questions on the SF-86 for those cases in which the form is being completed for a single scope background investigation (SBI).

The following questions on the revised SF-86 should be answered with a **ten (10)** year time frame for the case to meet the NSC 63 standards:

- 9 Residences
- 10 Schools
- 11 Employment
- 12 References
- 21 Medical
- 22 Discharges
- 23 Police Record
- 29 Court Actions

* * * * *

I acknowledge that I have read and understand that some questions on the SF-86 specify a time frame of seven (7) years, which is not consistent with the NSC 63 Standards for Single Scope Background Investigations. Accordingly, the specified questions on this addendum are to be answered with a **ten (10)** year time frame to meet the NSC 63 Standards.

**READ THIS BEFORE COMPLETING THE BACKGROUND INVESTIGATION
FORMS INCLUDED IN THIS PACKET**

Office of Professional Responsibility
U.S. Department of Homeland Security
24000 Avila Road, Room 5260
Laguna Niguel CA 92677



**U.S. Immigration
and Customs
Enforcement**

Dear Applicant:

The U. S. Immigration and Customs Enforcement (ICE) used the Electronic Questionnaire for Investigations Processing (e-QIP), in lieu of paper versions of the SF-86, Questionnaire for National Security Positions and SF-85P, Questionnaire for Public Trust Positions. The e-QIP System is a web-based automated system that allows applicants to electronically enter, update, and transmit their personal investigative data over a secure Internet connection to the ICE Personnel Security Unit.

We request that you go to the following OPM-IS website: www.opm.gov/e-qip to enter the Electronic Questionnaires for Investigations Processing (e-QIP) Gateway. Please note that e-QIP is not compatible with MacIntosh computers. Also, it is recommended you download Adobe Acrobat Reader 7.0 to avoid printing problems. Once you have entered the e-QIP website, please read the "Quick Reference Guide for the Applicant," prior to proceeding further. Once you finish reading the quick reference guide, go to the e-QIP Applicant Site and follow the prompts.

The prompts will ask you to answer the following three (3) default Golden Questions:

- 1) What is your LAST name?
- 2) In what four-digit YEAR were you born?
- 3) In what CITY were you born? **Enter “Unknown” as the answer to the question “In what city were you born”.**

NOTE: If you previously completed the e-QIP version of the SF-86 or SF-85P, you will be prompted to answer the Golden Questions that you previously selected. If you do not remember the answers to these questions, you must contact the ICE Personnel Security Unit (ICE PSU) to have your Golden Questions reset. The ICE-PSU may be contacted via email or phone (ICE-Personnel-Security@dhs.gov / 866-731-5039). It is strongly recommended that you change your golden questions and answers to combinations that only you know.

Note: National Security Directive 63 requires ten (10) years of information for the following questions on the Standard Form (SF) 86, “Questionnaire for National Security Positions.”

- 9. Where You Have Lived**
- 10. Where You Went To School**
- 11. Your Employment Activities**
- 22. Your Employment Record**
- 23. Your Police Record**
- 24. Public Record Civil Court Action**

Once you have completed the electronic SF-86 or SF-85P, you will need to verify the information by clicking the “Certify” button. This step certifies that you have provided correct and accurate information. After you have certified the information, you will be able to print a copy. You are required to provide 2 sets of the completed electronic form to the ICE PSU. We recommend you print a copy to retain for your own records. You MUST print, sign, and date the Signature Form, Authorization for Release of Information, and Authorization for Release of Medical Information. If you do not provide 2 complete sets, including the signature and release forms, to the ICE PSU, your package will be rejected and you will have to reenter the information online and resubmit. In addition to completing the electronic SF-86 or SF-85P, you MUST complete and submit the following:

DHS 11000-9 Credit Disclosure
Foreign National Relative and Associate Statement
Optional Form 306, Declaration of Federal Employment
FD 258 Fingerprint Charts (2)

Your background investigation cannot be initiated without all required forms to include the fingerprint charts. You must be fingerprinted by an authorized fingerprinting official using the required fingerprint charts. If you are located in the Washington, D.C. area, you may be fingerprinted in the Fingerprint & ID Unit at the Chester A. Arthur Building (CAB), 425 I Street, NW, Monday through Friday between 8AM and 3PM. No appointment is necessary. The required fingerprint charts, included in your package, are also available at the CAB. Some local police departments also provide fingerprinting services.

Please complete the electronic form within 5 days. Complete packages must be received in this office within 10 days of completing the electronic SF-86 or SF-85P. After completing all required forms (electronic and paper) to include the fingerprint charts, coordinate submission of the complete package with your contract company and your responsible ICE Contracting Officer's Technical Representative/Contracting Officer's Representative (COTR/COR). If you fail to go online and/or fail to submit a complete package in a timely manner, ICE may discontinue processing without further notice. You will then need to coordinate with your Contract Company and COTR/COR regarding the possibility of further consideration.

Congratulations on your selection! We are looking forward to you becoming a productive member of the ICE Team.

(b)(6);(b)(7)(C)

Supervisory Personnel Security Specialist
Personnel Security Unit

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
ICE Policy System

DISTRIBUTION: ICE
DIRECTIVE NO.: 6-8.0
ISSUE DATE: May 29, 2008
EFFECTIVE DATE: May 29, 2008
REVIEW DATE: May 29, 2011
SUPERSEDES: See Section 3 Below.

DIRECTIVE TITLE: ICE SUITABILITY SCREENING REQUIREMENTS FOR CONTRACTOR PERSONNEL

1. **PURPOSE and SCOPE.** This Directive establishes policy and procedures used to determine a person's suitability to work for contractors providing services to U.S. Immigration and Customs Enforcement (ICE). This Directive applies to all ICE contractor personnel.
2. **AUTHORITIES/REFERENCES.**
 - 2.1. Office of Management and Budget (OMB) Circular No. A-130, App. III, "Security of Federal Automated Information Resources," November 28, 2000.
 - 2.2. Department of Homeland Security (DHS) Management Directive (MD) 11080, "Security Line of Business Integration and Management," January 3, 2006.
 - 2.3. DHS Sensitive Systems Handbook 4300A, Version 5.5. September 30, 2007, or latest version. (See also Attachment J to 4300A, "Requesting Exceptions to Citizenship Requirement.")
 - 2.4. DHS Sensitive Systems Policy Directive 4300A, Version 5.5. September 30, 2007, or latest version.
 - 2.5. DHS MD 11042.1, "Safeguarding Sensitive but Unclassified (For Official Use Only) Information," January 6, 2005.
 - 2.6. Executive Order (E.O.) 12829, "National Industrial Security Program (NISP)."
 - 2.7. DHS Acquisition Regulation (HSAR), Section 3052.204-71 (codified at 48 CFR § 3052.204-71).
 - 2.8. Department of Defense (DOD) 5220.22-M, "National Industrial Security Program Operating Manual (NISPOM)," January 1995, with supplements, dated July 1997 and February 2001. NISPOM replaces DOD Industrial Security Manual for Safeguarding Classified Information, January 1991.
 - 2.9. DHS MD 11035, "Industrial Security Program (ISP)," dated February 10, 2005.

- 2.10. Title 5, United States Code (U.S.C), § 552, "The Freedom of Information Act," as amended.
- 2.11. 5 U.S.C. § 552(a), "The Privacy Act of 1974," as amended.
- 2.12. Title 5, Code of Federal Regulations (CFR), Part 736, "Personnel Investigations."
- 2.13. Homeland Security Presidential Directive-12 (HSPD-12) "Policy for a Common Identification Standard for Federal Employees and Contractors," dated August 27, 2004.
- 2.14. Office of Personnel Management (OPM)," Investigations Service, Investigator's Handbook," July 2007.
- 2.15. ICE Directive 5-2.0, "Safeguarding Law Enforcement Sensitive Information," March 23, 2007.

3. **SUPERSEDED/CANCELLED POLICY/SUMMARY OF CHANGES.** This Directive is the originating and establishing directive for Suitability Screening Requirements for Contractors.

4. **BACKGROUND.** The provisions of this Directive define the suitability screening standards for contractor personnel requiring regular, ongoing, and unescorted access to ICE-owned facilities; access to ICE-controlled facilities, or commercial facilities operating on behalf of ICE; access to ICE information technology (IT) systems and the systems' data; and access to Sensitive Information.

5. **DEFINITIONS.** The following definitions are provided for the purposes of this Directive.

- 5.1. **Access.** The ability to enter and/or pass through an area or a facility; or the ability or authority to obtain information, monetary or material resources. In relation to classified information, it means the ability, authority, and/or opportunity to obtain knowledge of classified information.
- 5.2. **Adjudication.** An examination of a person's conduct over a sufficient period of their life designed to make an affirmative determination as to their suitability for employment, eligibility for access to classified information, materials and areas, or for their retention in Federal employment.
- 5.3. **Background Investigation.** A term generically used to describe various types of investigations into an applicant's or employee's personal history that are used to determine the individual's suitability for Federal employment and/or to make a determination as to whether an individual is eligible for access to classified information at the appropriate level for the position. These investigations are conducted using a variety of methods, which include completion of questionnaires, electronic inquiries,

written or telephone inquiries, or through personal contact with references. See Section 5.13 below for the various types of background investigations and their scope.

- 5.4. **Contract.** As defined in the Federal Acquisition Regulations, a contract is a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments (undertaken by or affecting two sides equally or binding on both parties), contracts include, but are not limited to, awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. § 6301, *et seq.*
- 5.5. **Contracting Officer (CO).** A person with the authority to enter into, administer, and/or terminate contracts, and make related determinations and findings. The CO maintains a strong relationship with the COTR.
- 5.6. **Contracting Officer's Technical Representative (COTR).** A person who has been delegated authority by a contracting officer to perform specific functions in managing a contract and/or business arrangement. The COTR provides technical direction within the confines of the agreement, monitoring performance, ensuring requirements are met within the terms of the contract, and maintaining a strong relationship with the CO. The CO and COTR work together to ensure the contract requirements are clearly communicated to the contractor.
- 5.7. **Contractor Personnel.** An agent or employee of an entity that provides supplies or services to ICE pursuant to a contract.
- 5.8. **Entry on Duty Determination (EOD).** All contractor personnel assigned to work in positions requiring access to ICE facilities, information or IT positions are required to undergo a pre-employment background check to determine their suitability for employment. If the completed pre-employment background check results are favorable, prospective contractor personnel are allowed to enter on duty prior to completion and adjudication of the more in-depth personnel security investigation.
- 5.9. **Electronic-Questionnaire for Investigations Processing (e-QIP).** A web-based automated system that allows individuals to electronically enter, update, and transmit their personal investigative data over a secure Internet connection.
- 5.10. **ICE Facility.** ICE-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, any portion of which or all are under the jurisdiction, custody or control of ICE; ICE-controlled commercial space shared with non-government tenants; ICE-owned contractor-operated facilities; and facilities under a management and operating contract such as for the operation, maintenance, or support of

a Government-owned or controlled research, development, special production, or testing establishment.

- 5.11. Information Technology (IT).** As defined by 40 U.S.C. § 11101(6) (“Clinger-Cohen Act”), any equipment, or interconnected system or subsystem of equipment used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by ICE.
- 5.12. IT Systems.** Information technology systems that are (1) owned, leased, or operated by ICE; (2) operated by a contractor on behalf of ICE; or (3) operated by another Federal, state or local government agency on behalf of ICE.
- 5.13. Personnel Security Investigations (PSI) for Contractor Personnel at ICE.** Investigations conducted on contractor personnel that serve as the basis for determinations of suitability for employment and eligibility for access to ICE facilities and sensitive information. These investigations focus on an individual’s character and past conduct that may have an impact on the integrity and efficiency of ICE. Types of investigations are as follows.
 - 1) Background Investigation (BI): Coverage period is 10 years. Consists of a National Agency Check (NAC) (see Section 5.13(5) below); a personal Subject Interview and source interviews; employment (5 years); education (5 years and most recent degree); residence (3 years); law enforcement agency checks (5 years); and a credit check (5 years).
 - 2) Child Care National Agency Check and (written) Inquiries: An enhanced National Agency Check with Inquiries (NAI) (see Section 5.13(6) below) that, to meet special investigation requirements for those in child care provider positions, searches records of State Criminal History repositories of the state where the subject resides.
 - 3) Limited Background Investigation (LBI): Coverage period is 10 years. Consists of a NAC (see Section 5.13(5) below); a personal Subject Interview and source interviews; employment, education and residence (3 years); law enforcement agency checks (5 years); and credit check (5 years).
 - 4) Minimum Background Investigation (MBI): Coverage period is 5 years. Consists of a NAC (see Section 5.13(5) below), a personal Subject Interview, employment, education and degree(s) (5 years); residence (3 years); law enforcement agency checks (5 years); and credit check (5 years). Other than the subject interview, there are no source interviews conducted during this investigation.
 - 5) National Agency Check (NAC): Consists of records searches in the OPM Security/Suitability Investigations Index (SII); Federal Bureau of Investigation (FBI) Identification Files; FBI National Criminal History Fingerprint File; Defense

Clearance and Investigations Index (DCII); and other sources, as necessary, to cover specific areas of a subject's background. It is an integral part of all investigations.

- 6) National Agency Check with Inquiries (NACI): Coverage period is 5 years. Consists of a NAC, employment checks (5 years); education checks and degrees (5 years); residence checks (3 years); law enforcement agency checks (5 years); and personal reference checks. Pursuant to the requirements of the HSPD-12, a NACI must be initiated and a favorable fingerprint check completed prior to the issuance of a Personal Identity Verification (PIV) Card.
- 7) Single Scope Background Investigation (SSBI): Consists of a NAC (Section 5.13(5) above), a spouse or cohabitant NAC, a personal Subject Interview, and citizenship, education, employment, residence, law enforcement, and record searches covering the most recent ten (10) years or since the 18th birthday, whichever is shorter.
- 8) Investigation Exception: An exception to the above investigations may be granted for contractor personnel requiring physical access to ICE facilities for short-term periods of time. A fingerprint-based criminal history check and a citizenship check are required for building access only and will be handled on a case-by-case basis.

5.14. Personnel Investigations Processing System (PIPS). A database used by OPM to manage its investigations program.

5.15. Public Trust Positions. Positions defined under 5 CFR 731 that may involve policy-making, major program responsibility, public safety and health, law enforcement duties, fiduciary responsibilities, or other duties demanding a significant degree of public trust; and positions involving access to, operation of, or control of financial records with a significant risk for causing damage or realizing personal gain.

5.16. Risk Levels Applied to Contractor and Public Trust Positions.

- 1) Low Risk: Positions have the potential for limited impact on the integrity and efficiency of ICE. The positions involve duties and responsibilities of limited relation to an agency or program mission.
- 2) Moderate Risk: Positions have the potential for moderate to serious impact on the integrity and efficiency of the service. These positions involve duties that are considerably important to the agency or program mission with significant program responsibility or delivery of service.
- 3) High Risk: Positions have the potential for exceptionally serious impact on the integrity and efficiency of the service. These positions involve duties that are especially critical to the agency or program mission with a broad scope of responsibility and authority.

5.17. Sensitive Information. Any information the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. § 552(a), The Privacy Act of 1974, as amended, but which has not been specifically authorized under criteria by an Executive Order or an Act of Congress to be kept secret in the interests of national defense, homeland security, or foreign policy. This definition includes the following categories of information.

- 1) Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 U.S.C. § 211-224; its implementing regulations, 6 CFR 29; or the applicable PCII Procedures Manual.
- 2) Sensitive Security Information (SSI) as described in 49 CFR 1520.
- 3) Sensitive But Unclassified Information (SBU) consists of any other information, which, if provided by the government to the contractor and/or contractor personnel is marked in such a way as to place a reasonable person on notice of its sensitive nature and is designated “sensitive” in accordance with subsequently adopted homeland security information handling requirements.

5.18. Staff-like Access. Unescorted or unaccompanied access by contractor personnel in a manner similar to access by a Federal employee to ICE-owned or controlled facilities, information systems, security systems, or products containing SSI or SBU.

5.19. Standard Form 85P (SF 85P), Questionnaire for Public Trust Positions. Used to collect information for public trust positions.

5.20. Standard Form 86 (SF 86), Questionnaire for National Security Positions. Used to collect information for national security positions.

5.21. Suitability. A determination based on an individual's character and/or conduct that may have an impact on the integrity and/or efficiency of the individual's employment. A suitability determination is required for all positions and is a process separate and distinct from a security determination which determines an individual's eligibility for assignment to, or retention in, a sensitive national security position.

5.22. Suitability Screening. The process of determining a person's suitability for employment to work or provide services as a contractor or contractor personnel to ICE.

6. POLICY. All contractor personnel positions within ICE shall be screened for suitability to ensure organizational integrity and efficiency throughout the ICE workforce. All ICE contractors, subcontractors, consultants, licensees, and grantees requiring access to classified information shall be investigated commensurate with the risk levels as described in the OPM Public Trust Designation Model or pursuant to E.O. 12829, NISP, and DHS MD 11035, ISP.

7. RESPONSIBILITIES.

7.1. **The Office of Professional Responsibility (OPR) Director** is also the designated ICE Chief Security Officer (CSO) and is responsible for administering the Personnel Security and Suitability Program.

7.2. **The OPR Personnel Security Unit (PSU), Unit Chief**, under the direction of the ICE CSO, is responsible for implementing the minimum standards required by this Directive. These requirements are to ensure and maintain integrity in the workforce. The PSU is responsible for the following actions:

- 1) Working with ICE program offices to develop specific procedures for incorporating contractor personnel suitability screening requirements into the procurement and contract oversight process;
- 2) Documenting the process by which a risk-level assessment is made;
- 3) Receiving and processing security forms to initiate required suitability investigations of contractor personnel;
- 4) Adjudicating the results of pre-employment and suitability investigations and advising the COTR and other offices on a need-to-know basis of the adjudication;
- 5) Conducting or arranging for additional investigation, when necessary, to resolve suitability issues;
- 6) Providing contractor personnel an opportunity to respond to unfavorable information developed during an investigation prior to taking any unfavorable action based on that information;
- 7) Notifying the COTR (or if none assigned, the CO), as appropriate, in writing to deny access to contractor personnel who are found unsuitable for access to ICE facilities, sensitive information, or IT systems;
- 8) Tracking suitability screening investigations and maintaining security files on contractor personnel;
- 9) Determining, in consultation with the Program/Project Manager or COTR (if assigned), which contracts require security investigations of contractor personnel;
- 10) Developing, in coordination with the Office of Acquisition (OAQ) Management, the appropriate language for inclusion in solicitations, contracts, and agreements; and
- 11) Coordinating, as appropriate, with the COTR (if assigned) or the CO on actions to take whenever reasonably credible information is received that appears to raise a question concerning the suitability of contractor personnel.

7.3. The Office of Acquisition Management and ICE Program Offices are responsible for the following:

- 1) The Program/Project Manager or originator of the procurement request is responsible for coordinating with the OAQ Management and PSU to ensure that all proposed solicitations and contracts are reviewed to determine whether contractor personnel will require access to ICE facilities, and/or sensitive IT systems;
- 2) The OAQ Management is responsible for ensuring that whenever a solicitation, contract, or agreement requires investigation of any contractor personnel, the document contains language sufficient to achieve this objective in an orderly and expeditious manner. The document shall also contain language to allow ICE to deny contractor personnel access to ICE facilities, sensitive information, or IT systems if the PSU determines the contractor personnel is unsuitable;
- 3) The OAQ Management and the Program/Project Manager are responsible for ensuring that the PSU and the COTR are notified whenever there is a change in the status (e.g., replaced, extended, defaulted, terminated, etc.) of an existing contract that makes contractor personnel subject to investigation;
- 4) The Program/Project Manager is responsible for notifying the COTR and OAQ of any reasonably credible information received that may raise a question about the suitability of any contractor personnel;
- 5) The COTR or (if none assigned) the Contracting Officer is responsible for notifying PSU of any reasonably credible information received that may raise a question about the suitability of any contractor personnel;
- 6) The Program/Project Manager is responsible for ensuring that the PSU is advised of any contracts in which access to ICE facilities, sensitive information, or IT systems will be completed in 90 days or less;
- 7) The Program/Project Manager is responsible for coordinating with the security office to establish risk levels for all positions;
- 8) The COTR or (if none is assigned) the Contracting Officer is responsible for notifying the PSU if the status of contractor personnel changes in any way; and
- 9) The Program/Project Manager is responsible for ensuring the contracting company is notified of the results of the suitability screening for individual contractor personnel.

7.4. The Office of the Chief Information Officer (OCIO) is responsible for ensuring that all IT systems acquisition documents, including existing contracts, include appropriate IT security requirements and comply with DHS and ICE IT security policies.

7.5. **The Program/Project Manager** is responsible for coordinating with the OPR PSU to determine the applicable contractor personnel suitability and security investigative requirements needed under a particular contract prior to the Contracting Officer's issuance of the solicitation prospective. This requirement applies to any proposed agreements with outside parties that could result in non-ICE personnel having access to ICE facilities, sensitive information, or IT systems.

7.6. **The COTR is responsible for the following:**

- 1) Ensuring that the contract company submits completed security forms and information on behalf of each of its contractor personnel (including prospective subcontract employees) subject to a security investigation as required by the applicable contract;
- 2) Ensuring that the PSU is notified whenever contractor personnel have completed the work as required under the contract or leave their position with the contractor;
- 3) Ensuring the forms required for investigations of contractor personnel are completed and submitted to the PSU prior to granting contractor personnel or subcontractor personnel access to ICE facilities, sensitive information, or IT systems;
- 4) Coordinating with the Contracting Officer to ensure, at the direction of the PSU, that appropriate actions are taken to address any questions that arise regarding the suitability of any contractor personnel. Appropriate actions may include, but are not limited to, temporarily denying the contractor personnel access to ICE facilities, sensitive information, or IT systems pending resolution of the issue(s) raising a question of suitability;
- 5) Ensuring, at the direction of the PSU, that appropriate action which may involve excluding the contractor personnel from working on any aspect of the ICE contract is taken when contractor personnel are found unsuitable for access to ICE facilities, sensitive information, or IT systems; and
- 6) Ensuring the OPR PSU is notified when derogatory information which may affect the status of any contractor personnel is revealed, discovered, or reported.

8. PROCEDURES.

8.1. General Investigative Standard for Contractor Personnel.

- 1) Prior to commencement of any work under a contract with ICE, all contractor personnel will be evaluated for suitability for access to ICE facilities, sensitive information, and IT resources. This screening process is required for every position; is conducted by personnel security specialists; and serves to protect the interests of ICE. The type of PSI necessary under this process will be commensurate with the nature and the risk level of the positions as described in the *Investigations Matrix*.

(see attachment). ICE reserves the right to restrict contractor personnel access to ICE facilities, sensitive information, and IT systems.

- 2) A security clearance determination of whether contractor personnel should be eligible for access to classified information is a process separate and distinct from the suitability determination and is conducted in accordance with DHS MD 11035, ISP.
- 3) ICE will afford fair, impartial, and equitable treatment to all contractor personnel through the consistent application of suitability standards, criteria, and procedures as specified in applicable laws, regulations, and orders.
- 4) The minimum investigation standard for ICE contractor personnel requiring unescorted facility access on a recurring basis will be the NACI. This investigative standard will meet the requirements of HSPD-12. Prior to being given access to ICE facilities, sensitive information, or IT systems, contractor personnel must first have received a favorably adjudicated suitability determination as described in Section 8.1.1 above. The suitability determination may be conducted prior to or concurrently with a NACI investigation.
- 5) For contractor personnel processed in accordance with DHS MD 11035, ISP, the investigative standard for access to secret classified information will be an MBI. The minimum investigative standard for access to top secret classified information will be an SSBI.
- 6) Exception: An exception may be granted for contractors, subcontractors, vendors and others who do not require access to IT systems, but require temporary (less than 6 months), unescorted facility access, in which case they shall undergo a fingerprint-based criminal history records check and a citizenship check. This is considered the only exception to HSPD-12 investigative requirements.

8.2. EOD Determinations. A favorable EOD determination allows contractor personnel to commence work before the required personnel security investigation is completed. The EOD determination does not substitute for the required personnel security investigation. In addition, if contractor personnel for a High Risk IT position (for example, system administrator, programmer, hardware technician, or firewall manager) receive a favorable EOD determination, the contractor personnel may only perform duties equivalent to Moderate Risk positions until the required background investigation is completed.

8.3. Risk Assessment.

- 1) The PSU and the Program/Project Manager shall determine the risk level for each contractor personnel position. The risk level is based on an overall assessment of the damage an untrustworthy contractor personnel could cause to the efficiency and/or integrity of ICE operations. When determining risk levels, the duties of contractor personnel may be compared to those of ICE employees in similar positions.

- 2) Contractor personnel having access to ICE facilities, IT systems, or Sensitive Information will receive an appropriate suitability screening based on the risk level of the position. See Section 5.16 above for descriptions of Risk Levels.

8.4. Adjudication Criteria. Suitability determinations are to be made in accordance with the following criteria:

- 1) Specific factors. When making a suitability determination, the following may be considered a basis for finding contractor personnel unsuitable:
 - a) Misconduct or negligence in employment;
 - b) Criminal or dishonest conduct;
 - c) Material, intentional false statement or deception, or fraud in examination or appointment;
 - d) Refusal to furnish testimony;
 - e) Alcohol abuse of a nature and duration which suggests that the contractor personnel would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others;
 - f) Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation;
 - g) Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force; and/or
 - h) Any statutory or regulatory bar which prevents the lawful employment of the contractor personnel involved in the position in question.
- 2) Additional considerations. In making a suitability determination, ICE shall consider the following additional considerations to the extent OPR PSU deems them pertinent to the individual case:
 - a) The nature of the position for which contract personnel are applying or are employed;
 - b) The nature and seriousness of the conduct;
 - c) The circumstances surrounding the conduct;
 - d) The recency of the conduct;
 - e) The age at the time of the conduct;

- f) The contributing societal conditions; and/or
- g) The absence or presence of rehabilitation or efforts toward rehabilitation.

3) A contractor personnel's eligibility may be cancelled or they may be denied employment or removed if there is an unsuitability determination.

8.5. Citizenship and Residency Requirements.

- 1) Only U.S. citizens are eligible for employment on contracts requiring access to ICE IT systems or involvement in the development, operation, or management of ICE IT systems, unless an exception is granted in accordance with the procedures set forth in section 8.10 (2) of this directive. Exceptions to this policy must be obtained for any non-U.S. citizens, including Foreign Nationals (FN's) and Foreign Service Nationals (FSN's) for whom access to ICE or DHS systems is needed. Lawful permanent residents are not U.S. citizens.
- 2) Any contractor personnel who has resided outside of the United States for more than two of the last five years preceding their employment with ICE, must provide ICE with references, all of whom must be U.S. citizens, who can verify her or his reportable activities (for example, places of residence, educational institutions attended, etc.) outside the United States during this period. Sufficient information must be available to permit an investigation to be conducted to the same standard as would be required if the contractor personnel resided within the United States or the contractor personnel will be ineligible to work on the contract. Exceptions to the residency requirement may be made if the contractor personnel work or worked for the United States overseas in a Federal or Military capacity or was a dependent of a Federal or Military employee serving overseas during the period in question.

8.6. Retroactive Effect.

- 1) Contractor personnel who have been investigated and approved by ICE prior to the issuance of this Directive, but whose investigation is not commensurate with the risk level indicated in the "Investigations Matrix" (see attachment), must be scheduled for an updated investigation not later than twelve (12) months after the issuance of this Directive. Such contractor personnel are eligible to maintain access for one (1) year or less provided performance is under the existing contract (to include exercise of options) and the risk-level of the assigned position does not change.
 - a) These contractor personnel cannot perform work under a different contract or at a different risk level when performing under the same contract until the investigative requirements set forth in the "Investigations Matrix" (see attachment) are met.
 - b) After a re-compete and award on the same contract, contractor personnel must meet the required background investigation standards as set forth in the

Investigations Matrix (see attachment) that is commensurate with the risk level of their position.

- 2) Contractor personnel currently working on an ICE contract who have not been investigated prior to the issuance of this Directive must meet the investigative standard. The required personnel security investigation on these individuals must be scheduled not later than six months after issuance of this Directive. Contractor personnel may continue to work while the investigation is in process.
- 3) Lawful permanent residents who have been investigated and approved by ICE prior to the issuance of this Directive to work on unclassified contracts that involve access to or assisting in the development, operation, management, or maintenance of ICE IT systems may remain in the present position. However, they are not eligible to (1) transfer between contracts; (2) transfer to another position at a higher risk level; or (3) remain on a contract after a re-compete and award unless a waiver is granted in accordance with Section 8.10.

8.7. Reinvestigations. Contractor personnel in High Risk positions will be reinvestigated every 5 years or more frequently as circumstances warrant. Contractor personnel in Moderate or Low Risk positions are required to be reinvestigated every 10 years, unless specific derogatory information is received that would warrant an earlier reinvestigation.

8.8. Standards for Using Previous Investigations. Whenever practical, ICE will use previous investigations conducted by DHS components to reduce the number of investigation requests, associated costs, and unnecessary delays.

- 1) ICE will use previous investigations conducted at the same risk levels, subject to the 5-year and 10-year reinvestigation requirements, by other DHS components with appropriate updates to documentation on file for transfers within DHS. Previous investigations will be obtained and/or reviewed in conjunction with other appropriate checks to make a suitability decision for employment. If the investigation is unavailable for review, a new and appropriate investigation will be completed.
- 2) Any investigation conducted by or for another Federal agency on a contractor that is of the same or higher type and scope as the one required is sufficient to meet the investigative requirements if it was conducted within the past 5 years. The investigation will be obtained and/or reviewed in conjunction with pre-employment checks to make a suitability decision for employment. If that investigation is unavailable, new security forms will be obtained, preliminary checks will be completed and a new and appropriate investigation will be completed.

8.9. Adverse Information and Revocation of Access.

- 1) When adverse information is uncovered in the course of an investigation, the scope of the inquiry will normally be expanded to the extent necessary to obtain such additional information as may be required to determine whether the contractor's

personnel may be granted unescorted access to ICE facilities and/or sensitive information.

- 2) Contractor personnel on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s).
- 3) Adverse information may not be disclosed to the employer of the contractor personnel. When a final determination has been made, the employer shall be informed, simultaneously with notification to the affected individual, that the contractor personnel is ineligible to render services or otherwise perform under the contract.

8.10. Waivers and Exceptions.

- 1) Operational, physical, or unforeseen circumstances may prevent or preclude the implementation in a timely manner of some of the requirements of this Directive. In such cases a waiver or exception to the stated requirements may be requested. The waiver or exception request must be in writing and addressed to the ICE Chief Security Officer (CSO) and identify a compelling reason for issuance of a waiver or exception. Access will not be granted under the waiver or exception process until the waiver or exception is approved by the ICE CSO.
- 2) Exceptions to the U.S. citizenship requirement noted in section 8.5 (1) of this directive are treated separately from standard exceptions and waivers. Since access for foreign nationals is normally a long-term commitment, citizenship exceptions may only be granted by the Assistant Secretary or their designee, with the concurrence of both the DHS CSO and DHS CIO or their designees. In order for the exception to be granted:
 - a) The individual must be either a Lawful Permanent Resident of the United States or a citizen of any nation on the Allied Nations List maintained by the Department of State.
 - b) All required security forms specified by DHS and any necessary background check must be satisfactorily completed.
 - c) There must be a compelling reason for using the individual as opposed to a U.S. citizen.
 - d) The exception must be in the best interest of DHS.

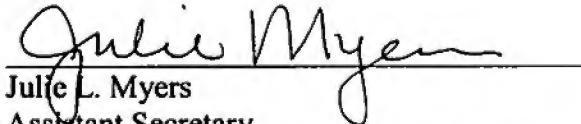
Requests for exceptions must be in writing utilizing Attachment J of the DHS 4300A Sensitive Systems Handbook.

3) Requests for waivers or exceptions to any other requirement set forth herein, to include surge support and resource issues, must be submitted in writing to the ICE CSO. Waiver or exception requests must include a justification and will be considered on a case-by-case basis.

9. **ATTACHMENT.** Investigations Matrix.

10. **NO PRIVACY RIGHT STATEMENT.** This Directive is an internal policy statement of ICE. It is not intended to, and does not create any rights, privileges, or benefits, substantive or procedural, enforceable by any party against the United States; its departments, agencies, or other entities; its officers or employees; or any other person.

Approved:



Julie L. Myers
Assistant Secretary
U.S. Immigration and Customs Enforcement

ATTACHMENT
Investigations Matrix

| RISK LEVEL | SECURITY FORMS REQUIRED | TYPE OF INVESTIGATION REQUIRED | | PRELIMINARY CHECKS REQUIRED FOR EOD DETERMINATION | |
|------------------|---|--|---|---|--|
| | | IT Positions | Non-IT Positions | IT Positions | Non-IT Positions |
| HIGH | -SF 85P -FD 258 -Credit Release Form | Background Investigation (BI) ² | Background Investigation (BI) | Favorable Review of Forms Favorable fingerprint & credit Scheduling of the BI <i>(Only eligible for access to the Moderate Risk Level)</i> | Favorable Review of Forms Favorable fingerprint & credit Submission of the BI |
| MODERATE | -SF 85P-S ¹ -OF 306 | Minimum Background Investigation (MBI) | Minimum Background Investigation (MBI) | Favorable Review of Forms Favorable fingerprint & credit Scheduling of the MBI | Favorable Review of Forms Favorable fingerprint & credit Submission of MBI |
| LOW ³ | -SF-85P -FD-258 -Credit Release Form -OF 306 | Not applicable No IT positions are "Low Risk" | NACI Favorable Review of Forms Fingerprint and Name Check | Not applicable No IT positions are "Low Risk" | Favorable Review of Forms Favorable fingerprint & credit Submission of NACI ³ |

¹ Only Weapons-Carrying Contract Guards must complete the SF 85P-S in addition to SF 85P.

² IT Positions or detail assignments that require access to Sensitive But Unclassified information or Law Enforcement Sensitive Information, i.e. TECS.

³ NACI must be initiated and a favorable fingerprint check completed prior to the issuance of a DHS Personal Identity Verification (PIV) Card.

Declaration for Federal Employment

Form Approved
OMB No. 3206-0182

Instructions

The information collected on this form is used to determine your acceptability for Federal and Federal contract employment and your enrollment status in the Government's Life Insurance program. You may be asked to complete this form at any time during the hiring process. Follow instructions that the agency provides. If you are selected, before you are appointed you will be asked to update your responses on this form and on other materials submitted during the application process and then to recertify that your answers are true.

All your answers must be truthful and complete. A false statement on any part of this declaration or attached forms or sheets may be grounds for not hiring you, or for firing you after you begin work. Also, you may be punished by a fine or imprisonment (U.S. Code, title 18, section 1001).

Either type your responses on this form or print clearly in dark ink. If you need additional space, attach letter-size sheets (8.5" X 11"). Include your name, Social Security Number, and item number on each sheet. We recommend that you keep a photocopy of your completed form for your records.

Privacy Act Statement

The Office of Personnel Management is authorized to request this information under sections 1302, 3301, 3304, 3328, and 8716 of title 5, U. S. Code. Section 1104 of title 5 allows the Office of Personnel Management to delegate personnel management functions to other Federal agencies. If necessary, and usually in conjunction with another form or forms, this form may be used in conducting an investigation to determine your suitability or your ability to hold a security clearance, and it may be disclosed to authorized officials making similar, subsequent determinations.

Your Social Security Number (SSN) is needed to keep our records accurate, because other people may have the same name and birth date. Public Law 104-134 (April 26, 1996) asks Federal agencies to use this number to help identify individuals in agency records. Giving us your SSN or any other information is voluntary. However, if you do not give us your SSN or any other information requested, we cannot process your application. Incomplete addresses and ZIP Codes may also slow processing.

ROUTINE USES: Any disclosure of this record or information in this record is in accordance with routine uses found in System Notice OPM/GOVT-1, General Personnel Records. This system allows disclosure of information to: training facilities; organizations deciding claims for retirement, insurance, unemployment, or health benefits; officials in litigation or administrative proceedings where the Government is a party; law enforcement agencies concerning a violation of law or regulation; Federal agencies for statistical reports and studies; officials of labor organizations recognized by law in connection with representation of employees; Federal agencies or other sources requesting information for Federal agencies in connection with hiring or retaining, security clearance, security or suitability investigations, classifying jobs, contracting, or issuing licenses, grants, or other benefits; public and private organizations, including news media, which grant or publicize employee recognitions and awards; the Merit Systems Protection Board, the Office of Special Counsel, the Equal Employment Opportunity Commission, the Federal Labor Relations Authority, the National Archives and Records Administration, and Congressional offices in connection with their official functions; prospective non-Federal employers concerning tenure of employment, civil service status, length of service, and the date and nature of action for separation as shown on the SF 50 (or authorized exception) or a specifically identified individual; requesting organizations or individuals concerning the home address and other relevant information on those who might have contracted an illness or been exposed to a health hazard; authorized Federal and non-Federal agencies for use in computer matching; spouses or dependent children asking whether the employee has changed from a self-and-family to a self-only health benefits enrollment; individuals working on a contract, service, grant, cooperative agreement, or job for the Federal government; non-agency members of an agency's performance or other panel; and agency-appointed representatives of employees concerning information issued to the employees about fitness-for-duty or agency-filed disability retirement procedures.

Public Burden Statement

Public burden reporting for this collection of information is estimated to vary from 5 to 30 minutes with an average of 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to the U.S. Office of Personnel Management, Reports and Forms Manager (3206-0182), Washington, DC 20415-7900. The OMB number, 3206-0182, is valid. OPM may not collect this information, and you are not required to respond, unless this number is displayed.

Declaration for Federal Employment

Form Approved
OMB No. 3206-0182

GENERAL INFORMATION

| | |
|--|---|
| 1. FULL NAME (First, middle, last) ◆ | 2. SOCIAL SECURITY NUMBER ◆ |
| 3. PLACE OF BIRTH (Include city and state or country) ◆ | 4. DATE OF BIRTH (MM/DD/YYYY) ◆ |
| 5. OTHER NAMES EVER USED (For example, maiden name, nickname, etc) ◆ ◆ | 6. PHONE NUMBERS (Include area codes) Day ◆ Night ◆ |

Selective Service Registration

If you are a male born after December 31, 1959, and are at least 18 years of age, civil service employment law (5 U.S.C. 3328) requires that you must register with the Selective Service System, unless you meet certain exemptions.

7a. Are you a male born after December 31, 1959? YES NO If "NO" skip 7b and 7c. If "YES" go to 7b.
 7b. Have you registered with the Selective Service System? YES NO If "NO" go to 7c.
 7c. If "NO," describe your reason(s) in item #16.

Military Service

8. Have you ever served in the United States military? YES Provide information below NO
If you answered "YES," list the branch, dates, and type of discharge for all active duty.
If your only active duty was training in the Reserves or National Guard, answer "NO."

| Branch | From MM/DD/YYYY | To MM/DD/YYYY | Type of Discharge |
|--------|--------------------|------------------|-------------------|
| | | | |
| | | | |
| | | | |

Background Information

For all questions, provide all additional requested information under item 16 or on attached sheets. The circumstances of each event you list will be considered. However, in most cases you can still be considered for Federal jobs.

For questions 9,10, and 11, your answers should include convictions resulting from a plea of *nolo contendere* (no contest), but omit (1) traffic fines of \$300 or less, (2) any violation of law committed before your 16th birthday, (3) any violation of law committed before your 18th birthday if finally decided in juvenile court or under a Youth Offender law, (4) any conviction set aside under the Federal Youth Corrections Act or similar state law, and (5) any conviction for which the record was expunged under Federal or state law.

9. During the last 10 years, have you been convicted, been imprisoned, been on probation, or been on parole? (Includes felonies, firearms or explosives violations, misdemeanors, and all other offenses.) If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved. YES NO

10. Have you been convicted by a military court-martial in the past 10 years? (If no military service, answer "NO.") If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the military authority or court involved. YES NO

11. Are you now under charges for any violation of law? If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved. YES NO

12. During the last 5 years, have you been fired from any job for any reason, did you quit after being told that you would be fired, did you leave any job by mutual agreement because of specific problems, or were you debarred from Federal employment by the Office of Personnel Management or any other Federal agency? If "YES," use item 16 to provide the date, an explanation of the problem, reason for leaving, and the employer's name and address. YES NO

13. Are you delinquent on any Federal debt? (Includes delinquencies arising from Federal taxes, loans, overpayment of benefits, and other debts to the U.S. Government, plus defaults of Federally guaranteed or insured loans such as student and home mortgage loans.) If "YES," use item 16 to provide the type, length, and amount of the delinquency or default, and steps that you are taking to correct the error or repay the debt. YES NO

Declaration for Federal Employment

Form Approved:
OMB No. 3206-0182

Additional Questions

14. Do any of your relatives work for the agency or government organization to which you are submitting this form? (Include: father, mother, husband, wife, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, and half sister.) If "YES," use item 16 to provide the relative's name, relationship, and the department, agency, or branch of the Armed Forces for which your relative works.

YES NO

15. Do you receive, or have you ever applied for, retirement pay, pension, or other retired pay based on military, Federal civilian, or District of Columbia Government service?

YES NO

Continuation Space / Agency Optional Questions

16. Provide details requested in items 7 through 15 and 18c in the space below or on attached sheets. Be sure to identify attached sheets with your name, Social Security Number, and item number, and to include ZIP Codes in all addresses. If any questions are printed below, please answer as instructed (these questions are specific to your position and your agency is authorized to ask them).

Certifications / Additional Questions

APPLICANT: If you are applying for a position and have not yet been selected, carefully review your answers on this form and any attached sheets. When this form and all attached materials are accurate, read item 17, and complete 17a.

APPOINTEE: If you are being appointed, carefully review your answers on this form and any attached sheets, including any other application materials that your agency has attached to this form. If any information requires correction to be accurate as of the date you are signing, make changes on this form or the attachments and/or provide updated information on additional sheets, initialing and dating all changes and additions. When this form and all attached materials are accurate, read item 17, complete 17b, read 18, and answer 18a, 18b, and 18c as appropriate.

17. I certify that, to the best of my knowledge and belief, all of the information on and attached to this Declaration for Federal Employment, including any attached application materials, is true, correct, complete, and made in good faith. I understand that a false or fraudulent answer to any question or item on any part of this declaration or its attachments may be grounds for not hiring me, or for firing me after I begin work, and may be punishable by fine or imprisonment. I understand that any information I give may be investigated for purposes of determining eligibility for Federal employment as allowed by law or Presidential order. I consent to the release of information about my ability and fitness for Federal employment by employers, schools, law enforcement agencies, and other individuals and organizations to investigators, personnel specialists, and other authorized employees or representatives of the Federal Government. I understand that for financial or lending institutions, medical institutions, hospitals, health care professionals, and some other sources of information, a separate specific release may be needed, and I may be contacted for such a release at a later date.

17a. Applicant's Signature: _____ Date _____
(Sign in ink)

Appointing Officer:
Enter Date of Appointment or Conversion
MM / DD / YYYY

17b. Appointee's Signature: _____ Date _____
(Sign in ink)

18. **Appointee (Only respond if you have been employed by the Federal Government before):** Your elections of life insurance during previous Federal employment may affect your eligibility for life insurance during your new appointment. These questions are asked to help your personnel office make a correct determination.

10a. When did you leave your last Federal job? DATE: MM / DD / YYYY

18b. When you worked for the Federal Government the last time, did you waive Basic Life Insurance or any type of optional life insurance?

YES NO Do Not Know

18c. If you answered "YES" to item 18b, did you later cancel the waiver(s)? If your answer to item 18c is "NO," use item 16 to identify the type(s) of insurance for which waivers were not canceled.

YES NO Do Not Know

| | | | | |
|--|--------------------------------|---|-------------------------------|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1 CONTRACT ID CODE | PAGE OF PAGES 1 5 |
| 2 AMENDMENT/MODIFICATION NO P00001 | 3 EFFECTIVE DATE 11/01/2010 | 4 REQUISITION/PURCHASE REQ. NO PRO-11-L006 | 5 PROJECT NO. (if applicable) | |
| 6 ISSUED BY ICE/DM/DC-LAGUNA ICE/Detent Mngrt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6);(b)(7)(C) Laguna Niguel CA 92677 | CODE ICE/DM/DC-LAGUNA | 7 ADMINISTERED BY (if other than Item 6) ICE/Detent Mngrt/Detent Contract-LAG Immigration and Customs Enforcement OAO-Detention Management Laguna 24000 Avila Road, (b)(6);(b)(7)(C) ATTN: (b)(6);(b)(7)(C) (949) 425-(b)(6);(b)(7)(C) Laguna Niguel CA 92677 | CODE | ICE/DM/DC-LAGUNA |
| 9 NAME AND ADDRESS OF CONTRACTOR (Name, Street, County, State and ZIP Code) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129 | | | (b)(6) | 9A AMENDMENT OF SOLICITATION NO 9B DATED (SEE ITEM 11) |
| CODE 0097418280000 | FACILITY CODE | | X | 10A MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00003 10B DATED (SEE ITEM 11) 06/01/2009 |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required)

TBD under task order

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-----------|---|
| CHECK ONE | A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A |
| | B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) |
| | C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF |
| | D OTHER (Specify type of modification and authority) |
| X | Unilateral, FAR 52.217-9 Option to Extend the Term of the Contract |

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

DUNS Number: 009741828

Program POC: (b)(6);(b)(7)(C) (520) 868-
Finance POC: (b)(6);(b)(7)(C) (602) 766-

The purpose of this modification is to exercise the First Option Period under FAR clause 52.217-9 Option to Extend the Term of the Contract under contract HSCEDM-09-D-00003 for the period 11/1/2010 through 10/31/2011.

Replace Attachment 3 with new Department of Labor Wage Rate Determination No. 2005-2023, Rev 12, dated 06/15/2010, attached.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)

16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

(b)(6);(b)(7)(C)

15B CONTRACTOR/OFFEROR

15C DATE SIGNED

(Signature of person authorized to sign)

NSN 7540-01-152-8070
Previous edition unusable

16C DATE SIGNED

Oct. 14, 2010

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

| CONTINUATION SHEET | | REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-09-D-00003/P00001 | | | | PAGE 2 | OF 5 |
|--|--------------------------|---|-------------|-------------------|---------------|--------|------|
| NAME OF OFFEROR OR CONTRACTOR ASSET PROTECTION SECURITY SERVICES LP | | | | | | | |
| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | | |
| <p>In accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (f) "The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the Contracting Officer may reasonably require."</p> <p>ALL FUNDING IS ACCOMPLISHED UNDER INDIVIDUAL TASK ORDERS.</p> <p>LIST OF CHANGES:</p> <p>Total Amount for this Modification: \$0.00 Date changed 11/01/2010 through 10/31/2010</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001 - Detention & Food Service Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001A - Day Rate (1-374) Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001B - Day Rate (374>) Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002 - Transportation Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002A - Labor Hours Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002B - Mileage Vehicles Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002C - Mileage Continued ...</p> | | | | | | | |

NAME OF OFFEROR OR CONTRACTOR

ASSET PROTECTION SECURITY SERVICES LP

| ITEM NO (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|----------------|---|-----------------|-------------|-------------------|---------------|
| | Vehicles Exercised option CHANGES FOR LINE ITEM NUMBER: 1002D - Travel Cost Exercised option CHANGES FOR LINE ITEM NUMBER: 1002E - Overtime Exercised option CHANGES FOR LINE ITEM NUMBER: 1003 - Detainee Wages Exercised option FOB: Destination Change Item 1001 to read as follows(amount shown is the obligated amount): ----- OPTION PERIOD ONE: The Period of Performance shall commence upon the expiration of the Option Period One and extend for a period of one year. | | | | |
| 1001 | DETENTION & FOOD SERVICES IAW THE PERFORMANCE WORK STATEMENT: Estimated 747 bed capacity at the Florence SPC. The Government's minimum quantity to be ordered via task order is 373.5 beds per day multiplied by 365 days. The Government's maximum quantity to be ordered via task order is 272,655 DA. This is a fully burdened bed day rate. Unit of Issue DA is equivalent to Bed-Day. Change Item 1001A to read as follows(amount shown is the obligated amount): | | | | |
| 1001A | Bed-day rate for the minimum quantity of 1-374 Change Item 1001B to read as follows(amount shown is the obligated amount): | 136510 | DA | (b)(4) | |
| 1001B | Bed-day for quantities in excess of the minimum quantity of 374. Change Item 1002 to read as follows(amount shown is the obligated amount): Continued ... | 136510 | DA | (b)(4) | |

NAME OF OFFEROR OR CONTRACTOR

ASSET PROTECTION SECURITY SERVICES LP

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 1002 | TRANSPORTATION SERVICE IAW THE PERFORMANCE WORK STATEMENT: Change Item 1002A to read as follows(amount shown is the obligated amount): | | | | |
| 1002A | Estimated Labor Hours for Transportation Services. This estimate is based on fully burdened labor rates. Unit of Issue of HR is equivalent to Hour. Change Item 1002B to read as follows(amount shown is the obligated amount): | 220000 | HR | (b)(4) | |
| 1002B | Mileage Rate (40-48 Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. Change Item 1002C to read as follows(amount shown is the obligated amount): | 247000 | DH | (b)(4) | |
| 1002C | Mileage Rate (less than 40 Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. Change Item 1002D to read as follows(amount shown is the obligated amount): | 302500 | DH | (b)(4) | |
| 1002D | Estimated Travel Cost inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of \$30,000.00 per year. Unit of Issue LO is equivalent to Lot. Change Item 1002E to read as follows(amount shown is the obligated amount): | 1 | LO | (b)(4) | |
| 1002E | OVERTIME Continued ... | 22000 | HR | 36.15 | |

| | | | |
|---------------------------|--|-----------|---------|
| CONTINUATION SHEET | REFERENCE NO OF DOCUMENT BEING CONTINUED HSCEDM-09-D-00003/P00001 | PAGE 5 | OF 5 |
|---------------------------|--|-----------|---------|

NAME OF OFFEROR OR CONTRACTOR
ASSET PROTECTION SECURITY SERVICES LP

| ITEM NO (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer.</p> <p>Change Item 1003 to read as follows (amount shown is the obligated amount):</p> | | | | |
| 1003 | <p>Detainee Volunteer Wages for the Detainee Work Program at (b)(4) per day per detainee. Reimbursement for this line item will be at actual cost of (b)(4) per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue DA is equivalent to Day.</p> | 54531 | DA | (b)(4) | |

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2023
Revision No.: 12
Date Of Revision: 06/15/2010

State: Arizona

Area: Arizona Counties of Apache, Coconino, Gila, Maricopa, Navajo, Pinal, Yavapai

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 13.50 |
| 01012 - Accounting Clerk II | | 15.16 |
| 01013 - Accounting Clerk III | | 16.95 |
| 01020 - Administrative Assistant | | 25.36 |
| 01040 - Court Reporter | | 16.73 |
| 01051 - Data Entry Operator I | | 12.52 |
| 01052 - Data Entry Operator II | | 13.66 |
| 01060 - Dispatcher, Motor Vehicle | | 16.40 |
| 01070 - Document Preparation Clerk | | 13.55 |
| 01090 - Duplicating Machine Operator | | 13.55 |
| 01111 - General Clerk I | | 12.32 |
| 01112 - General Clerk II | | 13.44 |
| 01113 - General Clerk III | | 15.09 |
| 01120 - Housing Referral Assistant | | 19.35 |
| 01141 - Messenger Courier | | 11.42 |
| 01191 - Order Clerk I | | 12.32 |
| 01192 - Order Clerk II | | 14.86 |
| 01261 - Personnel Assistant (Employment) I | | 14.40 |
| 01262 - Personnel Assistant (Employment) II | | 16.11 |
| 01263 - Personnel Assistant (Employment) III | | 17.96 |
| 01270 - Production Control Clerk | | 19.39 |
| 01280 - Receptionist | | 12.58 |
| 01290 - Rental Clerk | | 14.19 |
| 01300 - Scheduler, Maintenance | | 16.08 |
| 01311 - Secretary I | | 16.08 |
| 01312 - Secretary II | | 17.50 |
| 01313 - Secretary III | | 19.39 |
| 01320 - Service Order Dispatcher | | 14.32 |
| 01410 - Supply Technician | | 25.36 |
| 01420 - Survey Worker | | 15.40 |
| 01531 - Travel Clerk I | | 12.59 |
| 01532 - Travel Clerk II | | 13.64 |
| 01533 - Travel Clerk III | | 14.69 |
| 01611 - Word Processor I | | 13.82 |
| 01612 - Word Processor II | | 15.78 |
| 01613 - Word Processor III | | 17.54 |
| 05000 - Automotive Service Occupations | | |
| 05005 - Automobile Body Repairer, Fiberglass | | 20.34 |
| 05010 - Automotive Electrician | | 20.30 |
| 05040 - Automotive Glass Installer | | 19.42 |
| 05070 - Automotive Worker | | 19.42 |
| 05110 - Mobile Equipment Servicer | | 16.62 |

HSCEDM-09-D-00003; P00001, Attachment 3

| | |
|--|-------|
| 05130 - Motor Equipment Metal Mechanic | 22.69 |
| 05160 - Motor Equipment Metal Worker | 19.62 |
| 05190 - Motor Vehicle Mechanic | 21.59 |
| 05220 - Motor Vehicle Mechanic Helper | 15.12 |
| 05250 - Motor Vehicle Upholstery Worker | 18.14 |
| 05280 - Motor Vehicle Wrecker | 19.62 |
| 05310 - Painter, Automotive | 22.12 |
| 05340 - Radiator Repair Specialist | 19.58 |
| 05370 - Tire Repairer | 14.21 |
| 05400 - Transmission Repair Specialist | 21.59 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 11.36 |
| 07041 - Cook I | 10.50 |
| 07042 - Cook II | 11.67 |
| 07070 - Dishwasher | 8.17 |
| 07130 - Food Service Worker | 10.17 |
| 07210 - Meat Cutter | 16.58 |
| 07260 - Waiter/Waitress | 8.86 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 16.50 |
| 09040 - Furniture Handler | 10.88 |
| 09080 - Furniture Refinisher | 16.50 |
| 09090 - Furniture Refinisher Helper | 12.16 |
| 09110 - Furniture Repairer, Minor | 14.59 |
| 09130 - Upholsterer | 16.50 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 9.31 |
| 11060 - Elevator Operator | 9.31 |
| 11090 - Gardener | 12.96 |
| 11122 - Housekeeping Aide | 10.90 |
| 11150 - Janitor | 11.10 |
| 11210 - Laborer, Grounds Maintenance | 10.31 |
| 11240 - Maid or Houseman | 8.86 |
| 11260 - Pruner | 10.14 |
| 11270 - Tractor Operator | 11.82 |
| 11330 - Trail Maintenance worker | 10.31 |
| 11360 - Window Cleaner | 12.00 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 13.06 |
| 12011 - Breath Alcohol Technician | 17.86 |
| 12012 - Certified Occupational Therapist Assistant | 22.54 |
| 12015 - Certified Physical Therapist Assistant | 18.63 |
| 12020 - Dental Assistant | 15.99 |
| 12025 - Dental Hygienist | 34.70 |
| 12030 - EKG Technician | 21.08 |
| 12035 - Electroneurodiagnostic Technologist | 21.08 |
| 12040 - Emergency Medical Technician | 13.06 |
| 12071 - Licensed Practical Nurse I | 15.97 |
| 12072 - Licensed Practical Nurse II | 17.86 |
| 12073 - Licensed Practical Nurse III | 19.92 |
| 12100 - Medical Assistant | 14.05 |
| 12130 - Medical Laboratory Technician | 17.83 |
| 12160 - Medical Record Clerk | 12.75 |
| 12190 - Medical Record Technician | 15.57 |
| 12195 - Medical Transcriptionist | 16.33 |
| 12210 - Nuclear Medicine Technologist | 32.42 |
| 12221 - Nursing Assistant I | 10.15 |
| 12222 - Nursing Assistant II | 11.41 |
| 12223 - Nursing Assistant III | 12.45 |
| 12224 - Nursing Assistant IV | 13.98 |
| 12235 - Optical Dispenser | 15.28 |
| 12236 - Optical Technician | 14.85 |
| 12250 - Pharmacy Technician | 13.97 |

| | |
|---|---------------|
| 12280 - Phlebotomist | 13.98 |
| 12305 - Radiologic Technologist | 24.08 |
| 12311 - Registered Nurse I | 25.71 |
| 12312 - Registered Nurse II | 31.46 |
| 12313 - Registered Nurse II, Specialist | 31.46 |
| 12314 - Registered Nurse III | 38.06 |
| 12315 - Registered Nurse III, Anesthetist | 38.06 |
| 12316 - Registered Nurse IV | 46.63 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 22.13 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 15.53 |
| 13012 - Exhibits Specialist II | 19.16 |
| 13013 - Exhibits Specialist III | 23.37 |
| 13041 - Illustrator I | 18.79 |
| 13042 - Illustrator II | 23.18 |
| 13043 - Illustrator III | 28.27 |
| 13047 - Librarian | 21.94 |
| 13050 - Library Aide/Clerk | 12.91 |
| 13054 - Library Information Technology Systems | 20.92 |
| Administrator | |
| 13058 - Library Technician | 14.08 |
| 13061 - Media Specialist I | 14.29 |
| 13062 - Media Specialist II | 15.99 |
| 13063 - Media Specialist III | 17.83 |
| 13071 - Photographer I | 14.99 |
| 13072 - Photographer II | 17.27 |
| 13073 - Photographer III | 21.32 |
| 13074 - Photographer IV | 26.01 |
| 13075 - Photographer V | 31.55 |
| 13110 - Video Teleconference Technician | 15.16 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 15.04 |
| 14042 - Computer Operator II | 17.51 |
| 14043 - Computer Operator III | 20.13 |
| 14044 - Computer Operator IV | 22.75 |
| 14045 - Computer Operator V | 24.82 |
| 14071 - Computer Programmer I | (see 1) 23.00 |
| 14072 - Computer Programmer II | (see 1) 24.90 |
| 14073 - Computer Programmer III | (see 1) |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) |
| 14102 - Computer Systems Analyst II | (see 1) |
| 14103 - Computer Systems Analyst III | (see 1) |
| 14150 - Peripheral Equipment Operator | |
| 14160 - Personal Computer Support Technician | 15.04 |
| 15000 - Instructional Occupations | 22.75 |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 29.46 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 36.56 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 40.22 |
| 15050 - Computer Based Training Specialist / Instructor | 29.46 |
| 15060 - Educational Technologist | 21.09 |
| 15070 - Flight Instructor (Pilot) | 40.22 |
| 15080 - Graphic Artist | 21.19 |
| 15090 - Technical Instructor | 19.54 |
| 15095 - Technical Instructor/Course Developer | 23.90 |
| 15110 - Test Proctor | 15.77 |
| 15120 - Tutor | 15.77 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 8.59 |
| 16030 - Counter Attendant | 8.59 |
| 16040 - Dry Cleaner | 10.74 |
| 16070 - Finisher, Flatwork, Machine | 8.59 |
| 16090 - Presser, Hand | 8.59 |

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|---|-------|
| 16110 - Presser, Machine, Drycleaning | 8.59 |
| 16130 - Presser, Machine, Shirts | 8.59 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 8.59 |
| 16190 - Sewing Machine Operator | 11.43 |
| 16220 - Tailor | 12.15 |
| 16250 - Washer, Machine | 9.35 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 16.74 |
| 19040 - Tool And Die Maker | 22.78 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 13.52 |
| 21030 - Material Coordinator | 19.39 |
| 21040 - Material Expediter | 19.39 |
| 21050 - Material Handling Laborer | 11.91 |
| 21071 - Order Filler | 12.24 |
| 21080 - Production Line Worker (Food Processing) | 13.52 |
| 21110 - Shipping Packer | 14.52 |
| 21130 - Shipping/Receiving Clerk | 14.52 |
| 21140 - Store Worker I | 8.97 |
| 21150 - Stock Clerk | 14.13 |
| 21210 - Tools And Parts Attendant | 14.00 |
| 21410 - Warehouse Specialist | 14.00 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 26.63 |
| 23021 - Aircraft Mechanic I | 25.32 |
| 23022 - Aircraft Mechanic II | 26.63 |
| 23023 - Aircraft Mechanic III | 27.96 |
| 23040 - Aircraft Mechanic Helper | 17.73 |
| 23050 - Aircraft, Painter | 24.05 |
| 23060 - Aircraft Servicer | 21.26 |
| 23080 - Aircraft Worker | 22.78 |
| 23110 - Appliance Mechanic | 18.79 |
| 23120 - Bicycle Repairer | 12.92 |
| 23125 - Cable Splicer | 26.60 |
| 23130 - Carpenter, Maintenance | 16.50 |
| 23140 - Carpet Layer | 15.63 |
| 23160 - Electrician, Maintenance | 19.99 |
| 23181 - Electronics Technician Maintenance I | 16.36 |
| 23182 - Electronics Technician Maintenance II | 23.29 |
| 23183 - Electronics Technician Maintenance III | 25.37 |
| 23260 - Fabric Worker | 14.70 |
| 23290 - Fire Alarm System Mechanic | 19.80 |
| 23310 - Fire Extinguisher Repairer | 15.11 |
| 23311 - Fuel Distribution System Mechanic | 27.13 |
| 23312 - Fuel Distribution System Operator | 18.82 |
| 23370 - General Maintenance Worker | 15.89 |
| 23380 - Ground Support Equipment Mechanic | 25.32 |
| 23381 - Ground Support Equipment Servicer | 21.26 |
| 23382 - Ground Support Equipment Worker | 22.78 |
| 23391 - Gunsmith I | 15.11 |
| 23392 - Gunsmith II | 18.08 |
| 23393 - Gunsmith III | 21.02 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 18.76 |
| 23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility) | 19.60 |
| 23430 - Heavy Equipment Mechanic | 21.20 |
| 23440 - Heavy Equipment Operator | 20.05 |
| 23460 - Instrument Mechanic | 24.18 |
| 23465 - Laboratory/Shelter Mechanic | 19.55 |
| 23470 - Laborer | 10.98 |
| 23510 - Locksmith | 18.84 |
| 23530 - Machinery Maintenance Mechanic | 23.40 |

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|-------|---|-------|
| 23550 | - Machinist, Maintenance | 17.73 |
| 23580 | - Maintenance Trades Helper | 12.40 |
| 23591 | - Metrology Technician I | 24.18 |
| 23592 | - Metrology Technician II | 25.25 |
| 23593 | - Metrology Technician III | 26.51 |
| 23640 | - Millwright | 23.72 |
| 23710 | - Office Appliance Repairer | 19.75 |
| 23760 | - Painter, Maintenance | 16.50 |
| 23790 | - Pipefitter, Maintenance | 19.11 |
| 23810 | - Plumber, Maintenance | 18.15 |
| 23820 | - Pneudraulic Systems Mechanic | 21.02 |
| 23850 | - Rigger | 21.02 |
| 23870 | - Scale Mechanic | 18.08 |
| 23890 | - Sheet-Metal Worker, Maintenance | 17.37 |
| 23910 | - Small Engine Mechanic | 15.63 |
| 23931 | - Telecommunications Mechanic I | 22.60 |
| 23932 | - Telecommunications Mechanic II | 26.99 |
| 23950 | - Telephone Lineman | 18.23 |
| 23960 | - Welder, Combination, Maintenance | 17.37 |
| 23965 | - Well Driller | 20.42 |
| 23970 | - Woodcraft Worker | 20.87 |
| 23980 | - Woodworker | 13.37 |
| 24000 | - Personal Needs Occupations | |
| 24570 | - Child Care Attendant | 10.73 |
| 24580 | - Child Care Center Clerk | 16.79 |
| 24610 | - Chore Aide | 10.44 |
| 24620 | - Family Readiness And Support Services Coordinator | 15.56 |
| 24630 | - Homemaker | 18.38 |
| 25000 | - Plant And System Operations Occupations | |
| 25010 | - Boiler Tender | 23.78 |
| 25040 | - Sewage Plant Operator | 22.15 |
| 25070 | - Stationary Engineer | 23.78 |
| 25190 | - Ventilation Equipment Tender | 14.81 |
| 25210 | - Water Treatment Plant Operator | 22.15 |
| 27000 | - Protective Service Occupations | |
| 27004 | - Alarm Monitor | 18.73 |
| 27007 | - Baggage Inspector | 10.93 |
| 27008 | - Corrections Officer | 19.77 |
| 27010 | - Court Security Officer | 20.49 |
| 27030 | - Detection Dog Handler | 17.74 |
| 27040 | - Detention Officer | 19.77 |
| 27070 | - Firefighter | 21.80 |
| 27101 | - Guard I | 10.93 |
| 27102 | - Guard II | 16.13 |
| 27131 | - Police Officer I | 25.69 |
| 27132 | - Police Officer II | 28.53 |
| 28000 | - Recreation Occupations | |
| 28041 | - Carnival Equipment Operator | 12.96 |
| 28042 | - Carnival Equipment Repairer | 14.20 |
| 28043 | - Carnival Equipment Worker | 9.26 |
| 28210 | - Gate Attendant/Gate Tender | 14.00 |
| 28310 | - Lifeguard | 11.90 |
| 28350 | - Park Attendant (Aide) | 15.66 |
| 28510 | - Recreation Aide/Health Facility Attendant | 11.54 |
| 28515 | - Recreation Specialist | 16.35 |
| 28630 | - Sports Official | 12.47 |
| 28690 | - Swimming Pool Operator | 19.72 |
| 29000 | - Stevedoring/Longshoremen Occupational Services | |
| 29010 | - Blocker And Bracer | 19.45 |
| 29020 | - Hatch Tender | 19.45 |
| 29030 | - Line Handler | 19.45 |
| 29041 | - Stevedore I | 17.16 |

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| 29042 - Stevedore II | | 21.45 |
| 30000 - Technical Occupations | | |
| 30010 - Air Traffic Control Specialist, Center (HFO) | (see 2) | 35.15 |
| 30011 - Air Traffic Control Specialist, Station (HFO) | (see 2) | 24.24 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) | (see 2) | 26.69 |
| 30021 - Archeological Technician I | | 17.49 |
| 30022 - Archeological Technician II | | 19.58 |
| 30023 - Archeological Technician III | | 24.25 |
| 30030 - Cartographic Technician | | 24.59 |
| 30040 - Civil Engineering Technician | | 21.56 |
| 30061 - Drafter/CAD Operator I | | 17.49 |
| 30062 - Drafter/CAD Operator II | | 19.84 |
| 30063 - Drafter/CAD Operator III | | 22.12 |
| 30064 - Drafter/CAD Operator IV | | 24.87 |
| 30081 - Engineering Technician I | | 15.61 |
| 30082 - Engineering Technician II | | 17.26 |
| 30083 - Engineering Technician III | | 21.48 |
| 30084 - Engineering Technician IV | | 25.33 |
| 30085 - Engineering Technician V | | 27.52 |
| 30086 - Engineering Technician VI | | 31.49 |
| 30090 - Environmental Technician | | 20.49 |
| 30210 - Laboratory Technician | | 21.24 |
| 30240 - Mathematical Technician | | 24.69 |
| 30361 - Paralegal/Legal Assistant I | | 21.19 |
| 30362 - Paralegal/Legal Assistant II | | 25.09 |
| 30363 - Paralegal/Legal Assistant III | | 30.61 |
| 30364 - Paralegal/Legal Assistant IV | | 37.15 |
| 30390 - Photo-Optics Technician | | 24.69 |
| 30461 - Technical Writer I | | 22.49 |
| 30462 - Technical Writer II | | 27.51 |
| 30463 - Technical Writer III | | 29.36 |
| 30491 - Unexploded Ordnance (UXO) Technician I | | 22.34 |
| 30492 - Unexploded Ordnance (UXO) Technician II | | 27.03 |
| 30493 - Unexploded Ordnance (UXO) Technician III | | 32.40 |
| 30494 - Unexploded (UXO) Safety Escort | | 22.34 |
| 30495 - Unexploded (UXO) Sweep Personnel | | 22.34 |
| 30620 - Weather Observer, Combined Upper Air or Surface Programs | (see 2) | 21.60 |
| 30621 - Weather Observer, Senior | (see 2) | 23.69 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | | |
| 31020 - Bus Aide | | 8.17 |
| 31030 - Bus Driver | | 17.45 |
| 31043 - Driver Courier | | 13.15 |
| 31260 - Parking and Lot Attendant | | 9.64 |
| 31290 - Shuttle Bus Driver | | 14.97 |
| 31310 - Taxi Driver | | 10.19 |
| 31361 - Truckdriver, Light | | 14.97 |
| 31362 - Truckdriver, Medium | | 18.71 |
| 31363 - Truckdriver, Heavy | | 19.17 |
| 31364 - Truckdriver, Tractor-Trailer | | 19.17 |
| 99000 - Miscellaneous Occupations | | |
| 99030 - Cashier | | 11.86 |
| 99050 - Desk Clerk | | 10.01 |
| 99095 - Embalmer | | 24.27 |
| 99251 - Laboratory Animal Caretaker I | | 10.57 |
| 99252 - Laboratory Animal Caretaker II | | 13.33 |
| 99310 - Mortician | | 28.19 |
| 99410 - Pest Controller | | 13.19 |
| 99510 - Photofinishing Worker | | 13.44 |
| 99710 - Recycling Laborer | | 16.50 |
| 99711 - Recycling Specialist | | 21.19 |
| 99730 - Refuse Collector | | 15.72 |
| 99810 - Sales Clerk | | 12.38 |

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| 99820 - School Crossing Guard | 8.01 |
| 99830 - Survey Party Chief | 24.76 |
| 99831 - Surveying Aide | 14.92 |
| 99832 - Surveying Technician | 21.02 |
| 99840 - Vending Machine Attendant | 14.89 |
| 99841 - Vending Machine Repairer | 18.88 |
| 99842 - Vending Machine Repairer Helper | 14.89 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A

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links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} when multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.